



**LYON COUNTY BOARD OF COUNTY COMMISSIONERS
THURSDAY, OCTOBER 1, 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 Garry Leist of Calvary Chapel Dayton Valley*

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. Presentation of awards and/or recognition of accomplishments

- 6.a For Presentation Only: Present Deputy Wheeler from the Lyon County Sheriffs Office with the Lyon County Sheriff's Office "Life Saving Award". (Sheriff, Brad Pope)
- [Memorandum - Life Saving Award Recommendation](#)

7. Time Certain

- 7.a Time Certain at 9:00 A.M.: For Possible Action: Recommend a course of action to the State Engineer in regards to application 95277T filed by Carol Tibbals, through the agent Laine Christman on June 12, 2026 to propose to change the manner of use and place of use of a portion of existing Permit 13879, Certificate 5074. The proposed and existing points of diversion are located in Lyon County. The existing place of use was in Lyon County, and the proposed place of use in both Lyon and Mineral Counties. (County Manager, Andrew Haskin)
- [NV Division of Water Resources - Application 95277T](#)
 - [Application 95277T](#)
 - [Existing POU](#)
 - [Existing POD](#)
 - [Proposed POU](#)
 - [Proposed POD](#)

8. Commissioners/County Manager reports

9. Elected Official's reports

10. Appointed Official's reports

11. Advisory Board reports

12. 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.*

- 12.a For Possible Action: Review and accept claims and financial reports.
- [Claims Report 9-1-26 to 9-15-26](#)
 - [Cash Report 9-18-26](#)
- 12.b For Possible Action: Review and accept travel claims.
- [Travel Report 9-1-26 to 9-15-26](#)
- 12.c 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](#)
- 12.d For Possible Action: Approve the September 17, 2026 minutes.
- [Minutes](#)
- 12.e For Possible Action: Accept a grant award from the Nevada Department of Business & Industry,

Housing Division for FY27, in the amount of \$46,829.75, for the Account for Affordable Housing program to provide housing-related financial assistance services to Lyon County residents.

- [FY27 Account for Affordable Housing Agreement](#)

12.f For Possible Action: Accept a grant award from the State of Nevada Department of Human Services for the Community Services Block Grant program, in the amount of \$30,971, to provide case management services to eligible Lyon County individuals and families.

- [FY27 Community Services Block Grant Notice of Subaward](#)

12.g For Possible Action: Adopt the 2026 Water Conservation Plan Update for the Dayton Valley Water System serving the Dayton and Mound House areas.

- [2026 Water Conservation Plan Update for the Dayton Valley Water System](#)
- [Nevada Division of Water Resources Approval](#)

12.h For Possible Action: Approve the Notice of Award to Mesquite Electric, Inc., for the Silver Springs Airport Lighting System Project in an amount not to exceed \$536,645, and authorize the County Manager to sign the Notice of Award. (AIP No. 3-32-0023-030-2026)

- [SPZ Lighting System Upgrade - Notice of Award](#)
- [SPZ Lighting System Upgrades - Award Recommendation](#)

12.i For Possible Action: Approve the Notice of Award to Titan Electrical Contracting, for the Silver Springs Airport AWOS Upgrade Project in an amount not to exceed \$261,800, and authorize the County Manager to sign the Notice of Award. (AIP No. 3-32-0023-030-2026)

- [AWOS Upgrade Project - Notice of Award](#)
- [SPZ AWOS Upgrade - Award Recommendation](#)

12.j For Possible Action: Approve a request from the City of Yerington to use park construction tax in the amount of \$20,002.14 for lighting system upgrades for tennis and pickleball courts on East Goldfield Avenue.

- [City of Yerington Request for Park Construction Tax](#)

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

13. Facilities

13.a For Possible Action: Accept the low bid from Sentinel Builders, LLC in the amount of \$699,888, and approve up to a 5% contingency for any unforeseen issues on the project and authorize the County Manager to sign all necessary documents for the Lyon County Courthouse Site Improvements Project that will enlarge the secured parking area. This will be funded from the Public Safety Sales Tax Fund. (Facilities Director, Doug Homestead)

- [25006 Bid Recommendation](#)

14. Public Hearing on Planning Items

14.a For Possible Action: To approve the request from Nancy and Ruben Gonzalez for a Zoning Map Amendment to change the zoning from the Title 10 district of RR-5 (Fifth Rural Residential District, 20-acre minimum) to RR-1 (Rural Residential, 1-acre minimum) on a 3.95-acre parcel in Mason Valley located at 30 Farrell Lane (APN 014-211-11); PLZ-2026-053. (Senior Planner, Louis Cariola)

- [Staff Report](#)
- [ATT 1 Applicant Narrative](#)

15. Community Development

15.a For Possible Action: To propose an ordinance amending Lyon County Development Code Title 15, Chapter 320, Tables 1 and 2, and Chapter 348, to authorize by right multi-family or mixed-use

development that includes a residential component on property zoned for commercial use, and to require that all new multi-family development be served by public water and sewer utilities, consistent with Nevada Assembly Bill 241 as amended May 31, 2025. (Community Development Director, Gavin Henderson)

- [AB241 - Multi-Family Housing Ordinance](#)
- [AB 241 - May 31, 2025](#)

16. Human Services

16.a For Possible Action: Approve a contract between Lyon County and Public Consulting Group, in an amount not to exceed \$296,471, for services funded through the Rural Health Transformation Program to assess EMS and Human Services billing practices and identify opportunities to maximize billing revenue. (Human Services Director, Shayla Holmes)

- [FY27 Lyon County Contract with Public Consulting Group](#)

17. Emergency Management

17.a For Possible Action: Approve a subaward agreement between Lyon County and Central Lyon County Fire Protection District in the amount of \$780,000 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

- [RHTP BP1 Central Lyon Subaward Agreement](#)

17.b For Possible Action: Approve a subaward agreement between Lyon County and Mason Valley Fire Protection District in the amount of \$420,000 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

- [RHTP BP1 Mason Valley Subaward Agreement](#)

17.c For Possible Action: Approve a subaward agreement between Lyon County and North Lyon County Fire Protection District in the amount of \$330,000 to support the purchase of an ambulance for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

- [RHTP BP1 North Lyon Subaward Agreement](#)

17.d For Possible Action: Approve a subaward agreement between Lyon County and Smith Valley Fire Protection District in the amount of \$506,350 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

- [RHTP BP1 Smith Valley Subaward Agreement](#)

18. Advisory Board

18.a For Possible Action: Acknowledge the resignation of Lucy Cooke from the Central Lyon County Park & Recreation Board. (Citizen Advisory Board Liaison, Martha Tapia)

- [Lucy Cooke, Resignation](#)

19. County Manager

19.a For Possible Action: Approve the adoption of 2026-2027 Legislative Principles for the 84th Session of the Nevada Legislature. (County Manager, Andrew Haskin)

- [Lyon County 2026-2027 State Legislative Principles](#)

19.b For Possible Action: Approve a letter of support on behalf of the Board of Commissioners for Storey County for the correction of the current zip code boundaries within Storey County that more accurately correspond with Storey County's geographic boundaries. (County Manager, Andrew Haskin)

- [LOS Storey County Zip Codes](#)

20. 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.*

21. Commissioner Comments

22. 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.*

23. 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.*

24. 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, audiotope, 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: October 1, 2026

Agenda Item Number:

6.a

Subject:

For Presentation Only: Present Deputy Wheeler from the Lyon County Sheriffs Office with the Lyon County Sheriff's Office "Life Saving Award". (Sheriff, Brad Pope)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Memorandum - Life Saving Award Recommendation](#)

"Protect and Serve"



MEMORANDUM

FROM: Sergeant Z. Westbrook

A handwritten signature in blue ink, appearing to read "Z. Westbrook", with the number "10140" written above it.

TO: Sheriff B. POPE (via Chain of Command)

DATE: September 14, 2026

SUBJECT: Lifesaving Award Recommendation

On September 3, 2026 at approximately 1109 hours, Deputy Wheeler entered E-pod and observed an inmate attempting to commit suicide via strangulation. Deputy Wheeler observed the inmate tied a sheet around the metal bunk and tightly around his neck. Deputy Wheeler quickly entered the cell and immediately cut the bed sheet from his neck preventing him from completing his attempt of taking his life.

In a later interview with the inmate; he admitted that he waited for Deputies to leave the pod after feeding lunch and planned to carry out his attempted suicide. Also in the cell, a "suicide note" was found explaining his wish to die and an apology for all the pain he caused his parents and girlfriend.

The inmate was subsequently assess by the nursing staff and his wounds were documented.

Pursuant to Deputy Wheeler's observation and immediate reaction, the inmates attempt to end his life was abruptly interrupted. The inmate was able to obtain psychiatric care and is alive today.

In accordance with Lyon County Sheriff's Office policy 1016.4, I believe Deputy Wheeler's actions met the criteria of the Life Saving medal, as documented in policy 1016.5. It is my recommendation that he be considered and awarded the Life Saving medal.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

7.a

Subject:

Time Certain at 9:00 A.M.: For Possible Action: Recommend a course of action to the State Engineer in regards to application 95277T filed by Carol Tibbals, through the agent Laine Christman on June 12, 2026 to propose to change the manner of use and place of use of a portion of existing Permit 13879, Certificate 5074. The proposed and existing points of diversion are located in Lyon County. The existing place of use was in Lyon County, and the proposed place of use in both Lyon and Mineral Counties. (County Manager, Andrew Haskin)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [NV Division of Water Resources - Application 95277T](#)
- [Application 95277T](#)
- [Existing POU](#)
- [Existing POD](#)
- [Proposed POU](#)
- [Proposed POD](#)



Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources
Joe Lombardo, Governor
Vinson Guthreau, Director
Joe Cacioppo, P.E., State Engineer

August 21, 2026

Lyon County
Board of County Commissioners
27 South Main Street
Yerington, Nevada 89447-2571

Mineral County
Board of Commissioners
PO Box 1450
Hawthorne, NV 89415-1450

RE: Application 95277T

Ladies and Gentleman:

Carol Tibbals, through the agent, Laine Christman, filed Application 95277T on June 12, 2026. This application proposes to change the manner of use and place of use of a portion of existing Permit 13879, Certificate 5074. The proposed and existing points of diversion are located in Lyon County. The existing place of use was in Lyon County, and the proposed place of use in both Lyon and Mineral Counties.

Copies of the applications and their supporting map(s) can be viewed and/or printed from the Division's website, <http://water.nv.gov>.

As a result of this proposed filing, our office is required to notify the County Commissioners of both counties pursuant to Nevada Revised Statutes (NRS) 533.363. I would like to draw your attention to NRS 533.363 Section 4, which addresses the responsibilities of the Board of County Commissioners in this matter. A copy of NRS 533.363 is enclosed for your convenience. Should you have any questions, please contact me at your earliest convenience.

Sincerely,

Joe Cacioppo, P.E.
State Engineer

JC/krs/ba

cc: Joseph William and Carol Tibbals; E-mail
DOWL, LLC, Laine Christman; E-mail

NRS 533.363 State Engineer to notify county commissioners of application to use water in county other than that in which it is appropriated or currently diverted or used.

1. Except as otherwise provided in subsection 2, if water for which a permit is requested is to be used in a county other than that county in which it is to be appropriated, or is to be diverted from or used in a different county than that in which it is currently being diverted or used, then the State Engineer shall give notice of the receipt of the request for the permit to:

(a) The board of county commissioners of the county in which the water for which the permit is requested will be appropriated or is currently being diverted or used; and

(b) The board of county commissioners of the county in which the water will be diverted or used.

2. The provisions of subsection 1 do not apply:

(a) To an environmental permit or a temporary permit issued pursuant to NRS 533.436 or 533.504.

(b) If:

(1) The water is to be appropriated and used; or

(2) Both the current and requested place of diversion or use of the water are,

↪ within a single, contiguous parcel of real property.

3. A person who requests a permit to which the provisions of subsection 1 apply shall submit to each appropriate board of county commissioners a copy of the application and any information relevant to the request.

4. Each board of county commissioners which is notified of a request for a permit pursuant to this section shall consider the request at the next regular or special meeting of the board held not earlier than 3 weeks after the notice is received. The board shall provide public notice of the meeting for 3 consecutive weeks in a newspaper of general circulation in its county. The notice must state the time, place and purpose of the meeting. At the conclusion of the meeting the board may recommend a course of action to the State Engineer, but the recommendation is not binding on the State Engineer.

(Added to NRS by 1981, 782; A 1991, 758; 2011, 1565; 2013, 498, 3679)

2ND AMENDED

TEMPORARY

Application No.

95277



**APPLICATION FOR PERMISSION TO CHANGE POINT OF DIVERSION, MANNER
OF USE AND PLACE OF USE OF THE PUBLIC WATERS
OF THE STATE OF NEVADA HERETOFORE APPROPRIATED**

THIS SPACE FOR OFFICE USE ONLY

Date of filing in State Engineer's Office

JUN 12 2026

Returned to applicant for correction

JUL 27 2026

Corrected application filed

AUG 13 2026

Map filed

APR 26 1960 under 13879

The applicant Joseph William and Carol Joyce Tibbals

941 State Route 208

of Yerington

Street Address or PO Box

City or Town

Nevada 89447

caroltibbals@gmail.com

State and ZIP Code

E-mail Address

hereby make(s) application for permission to change the

☐ Point of diversion☒ Place of use☒ Manner of use☒ of a portion

of water heretofore appropriated under (Identify existing rights by Permit, Certificate, Proof or Claim Nos. If Decreed, give title of Decree and identify right in Decree.)

Permit 13879, Certificate 50741. The source of water is Underground

Name of stream, lake, underground, spring or other sources.

2. The amount of water to be changed 0.064 cfs and 26.96 afa

Give diversion rate in cubic feet per second (CFS) AND duty in acre-feet annually (AFA).

3. The water to be used for Construction

Irrigation, power, mining, commercial, etc. If for stock, state number and kind of animals. Must limit to one major use

4. The water heretofore used for Irrigation

If for stock, state number and kind of animals.

5. The water is to be diverted at the following point (Describe as being within a 40-acre subdivision of public survey and by course and distance to a found section corner. If on unsurveyed land, it should be stated.)

SW 1/4 SE 1/4, Section 35, T.12N., R.25E., MDM, or at a point from which the Southwest Corner of Section 34, T.12N., R.25E., MDM, bears South 89° 44' 30" West, a distance of 9,236.5 feet.
Refer to supporting maps filed under Permit 13879, Certificate 5074.

6. The existing point of diversion is located within (If point of diversion is not changed, do not answer.)

No change.

RECEIVED
 2026 AUG 13 PM 3:00
 STATE ENGINEERS OFFICE

1084

7. Proposed place of use (Describe by legal subdivisions. If for irrigation, state number of acres to be irrigated.)
See Attachment A and supporting map filed under Application 94750 filed September 29, 2025.

8. Existing place of use (Describe by legal subdivisions. If changing place of use and/or manner of use of irrigation permit, describe acreage to be removed from irrigation.)

6.74 acres within the SE¼NE¼ Section 34, T.12N., R.25E., MDM, Please refer to the settlement map filed in support of Permit 85303 and the map filed in support of this application.

9. Proposed use will be from January 1 to December 31 of each year.
Month and Day Month and Day

10. Existing use permitted from April 1 to November 1 of each year.
Month and Day Month and Day

11. Description of proposed works. (Under the provision of NRS 535.010 you may be required to submit plans and specifications of your diversion or storage works.) (State manner in which water is to be diverted, i.e., diversion structure, ditches, pipes and flumes or drilled well, pump and motor, etc.)

Existing

12. Estimated cost of works Existing

13. Estimated time required to construct works Existing

If well completed, describe well.

14. Estimated time required to complete the application of water to beneficial use N/A

15. Provide a detailed description of the proposed project and its water usage (use attachments if necessary): (Failure to provide a detailed description may cause a delay in processing.)

Water under this application will be used for construction needs at the Libra Solar Project. This includes, but is not limited to, soil compaction, dust suppression, and general construction needs within the project site.

16. Miscellaneous remarks:

LChristman@dowl.com

E-mail Address

(775) 336-0402

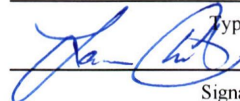
Phone No.

Ext.

APPLICATION MUST BE SIGNED
 BY THE APPLICANT OR AGENT

Laine Christman

Type or print name clearly



Signature, applicant or agent

DOWL, LLC

Company Name

5510 Longley Lane

Street Address or PO Box

Reno, Nevada 89511

City, State, ZIP Code

RECEIVED
 2026 AUG 13 PM 3:00
 STATE ENGINEERS OFFICE

Attachment A

Applicant: Joseph William and Carol Joyce Tibbals

Item 7. Proposed Place of Use

T.15N., R.25E., M.D.M.

Sections 24 and 25

T.15N., R.26E., M.D.M.

Sections 19, 20, 27, 28, 29, 33, 34, and 35

T.14N., R.25E., M.D.M.

Sections 1 through 36

T.14N., R.26E., M.D.M.

Sections 1 through 36

T.14N., R.27E., M.D.M.

Section 31

T.13N., R.25E., M.D.M.

Sections 1 through 36

T.13N., R.26E., M.D.M.

Sections 1 through 36

T.13N., R.27E., M.D.M.

Sections 6, 7, 8, 17, 20, 28, 29, and 32

T.12N., R.25E., M.D.M.

Sections 1 through 18, and 25

T.12N., R.26E., M.D.M.

Sections 1 through 18, 29, 30, 32, and 33

T.12N., R.27E., M.D.M.

Sections 4, 5, 9, 15, 16, 17, 20, 21, 22, 23, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, and 36

T.11N., R.26E., M.D.M.

Sections 1 through 4

T.11N., R.27E., M.D.M.

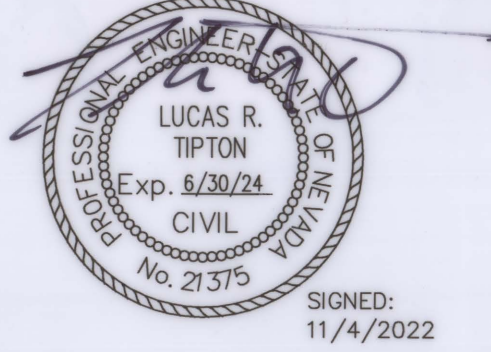
Section 6

RECEIVED
2026 AUG 13 PM 3:00
STATE ENGINEERS OFFICE

STATE OF NEVADA }
 }SS.
COUNTY OF WASHOE}

I, LUCAS R. TIPTON, BEING FIRST DULY SWORN, DEPOSE AND SAY THAT THIS MAP, HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE FROM A SURVEY MADE BY ME, OR UNDER MY SUPERVISION AND DIRECTION, BETWEEN JULY 06, 2022 AND NOVEMBER 2, 2022; THAT IT TRULY AND CORRECTLY REPRESENTS THE LOCATION AND EXTENT OF THE PRIMARY AND SUPPLEMENTAL PLACE OF USE FROM AN UNDERGROUND SOURCE BY **TIBBALS, JOSEPH AND CAROL, ET AL** FOR IRRIGATION AND DOMESTIC PURPOSES IN LYON COUNTY, NEVADA.

LUCAS R. TIPTON P.E. 21375
STATE WATER-RIGHT SURVEYOR
CERTIFICATE NO. 1355

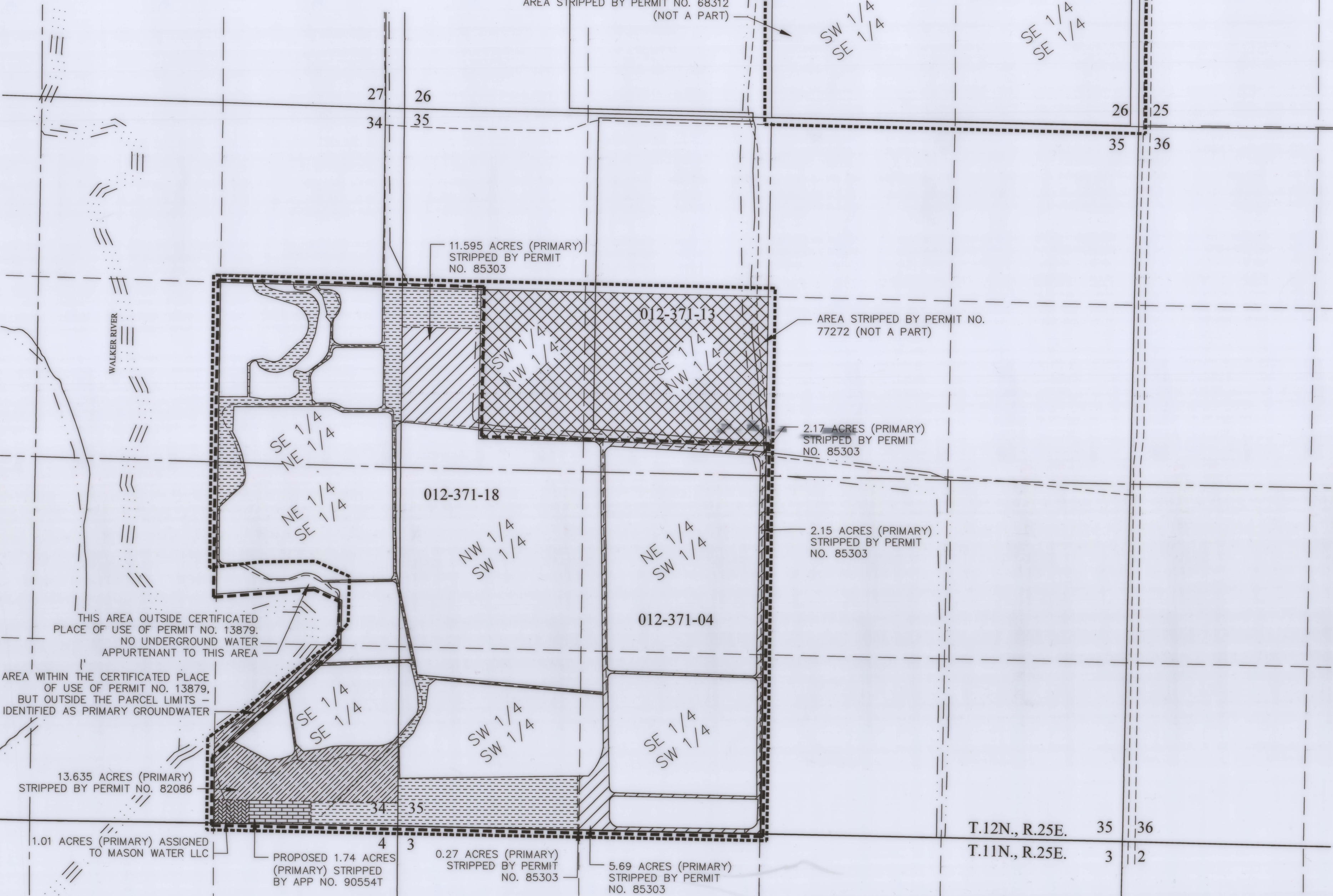


REFERENCES

- 1. NEVADA TOWNSHIP AND RANGE GEOSPATIAL INFORMATION FROM GLO MAPPING, UNITED STATES DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT
- 2. LYON COUNTY ASSESSOR'S MAP, BK. 12, PG. 37
- 3. MAP FILED IN SUPPORT OF PERMIT NO. 13879, CERTIFICATE 5074, IN THE OFFICE OF THE NEVADA STATE ENGINEER
- 4. MAP IN SUPPORT OF SETTLEMENT AGREEMENT, CASE NO. 15-CV-00709, IN THE THIRD JUDICIAL COURT OF THE STATE OF NEVADA
- 5. MAP FILED IN SUPPORT OF APPLICATION NO. 85303, IN THE OFFICE OF THE NEVADA STATE ENGINEER
- 6. MAP FILED IN SUPPORT OF APPLICATION NO. 77272, IN THE OFFICE OF THE NEVADA STATE ENGINEER
- 7. OFFICIAL USGS 7.5' QUADRANGLE MAP; YERINGTON, NEVADA
- 8. MAP FILED IN SUPPORT OF APPLICATION NO. 68312, IN THE OFFICE OF THE NEVADA STATE ENGINEER.
- 9. MAP FILED IN SUPPORT OF APPLICATION NO. 82086, IN THE OFFICE OF THE NEVADA STATE ENGINEER.
- 10. R.O.S. FILED WITH LYON COUNTY RECORDER AS DOCUMENT NO. 218719, MAY 14, 1998

PERMIT NO. 13879						
SEC	QTR	QTR	TOWNSHIP/RANGE	PRIMARY ACREAGE (TOTAL)	SUPPLEMENTAL ACREAGE	AREA STRIPPED BY 85303 (PRIMARY)
34	SE	NE	12N, 25E	9.63	30.37	0
34	NE	SE	12N, 25E	1.12	23.88	0
34	SE	SE	12N, 25E	21.05	15.95	0
35	SW	NW	12N, 25E	14.68	6.25	11.595
35	SE	NW	12N, 25E	2.17	4.98	2.17
35	NW	SW	12N, 25E	0.38	39.62	0
35	NE	SW	12N, 25E	2.21	37.79	2.15
35	SW	SW	12N, 25E	12.77	27.23	0.27
35	SE	SW	12N, 25E	5.99	34.01	5.69
TOTAL:				70	220.08	21.875

EXISTING PLACE OF USE
WITHIN PORTIONS OF SECTIONS 26, 34, AND 35
T.12N., R.25E., M.D.M.
LYON COUNTY, NEVADA



LEGEND

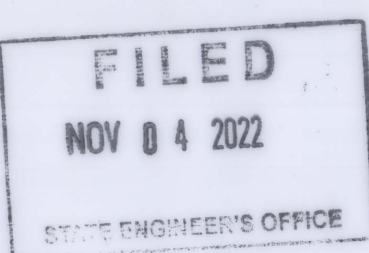
- 13879 PLACE OF USE
- AFTER SETTLEMENT PLACE OF USE
- PARCEL BOUNDARY
- TOWNSHIP LINE
- SECTION LINE
- QUARTER SECTION LINE
- 16TH SECTION LINE
- ACCESS ROAD
- DITCHES / DRAINS
- ===== RIVER

- ◉ PROPOSED POINT OF DIVERSION (AS NOTED)
- 012-191-29 LYON COUNTY ASSESSOR PARCEL NUMBER

- AREA OF SUPPLEMENTAL GROUNDWATER UNDER PERMIT NO. 13879
- ▨ REMAINING AREA OF PRIMARY GROUNDWATER UNDER PERMIT NO. 13879
- ▤ AREA STRIPPED BY APPLICATION NO. 77272, (SUPPLEMENTAL). NOT A PART OF SETTLEMENT
- ▥ AREA STRIPPED BY APPLICATION NO. 85303, (PRIMARY)
- ▧ AREA STRIPPED BY APPLICATION NO. 82086, (PRIMARY)
- ▩ PROPOSED AREA STRIPPED FROM APPLICATION NO. 90554T, (PRIMARY)
- AREA ASSIGNED TO MASON WATER LLC, (PRIMARY)



SCALE: 1" = 500'



STATE ENGINEER'S USE

FARR WEST ENGINEERING
5510 LONGLEY LANE
RENO, NEVADA 89511
PHONE: (775) 851-4788
FAX: (775) 851-0766

JOB # 2023
CREATED BY: NS/EPP
2023_NutrienAg_ChangeApp_34-21.dwg

REALIGN MAP TO SUPPORT SETTLEMENT AGREEMENT
CASE NO. 15-CU-0079 IN THE 26TH JUDICIAL COURT OF THE STATE OF NEVADA
UNDER
PERMIT NO. 13879, CERTIFICATE NO. 5074 AND
SUBSEQUENT CHANGES THERETO
BY
TIBBALS, JOSEPH AND CAROL, ET AL
FROM
AN UNDERGROUND SOURCE
IN
LYON COUNTY, NEVADA



Denson Surveying
a professional corporation
SURVEYING & MAPPING
Berington, Nevada
(775) 483-3611

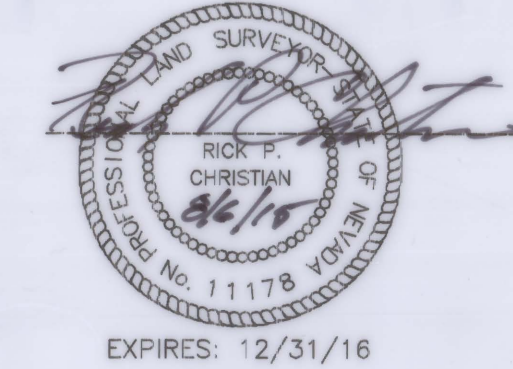
STATE OF NEVADA }
COUNTY OF LYON } SS

Subscribed and sworn to before me this 06 day
of August 2015

S. Lindberg
NOTARY PUBLIC

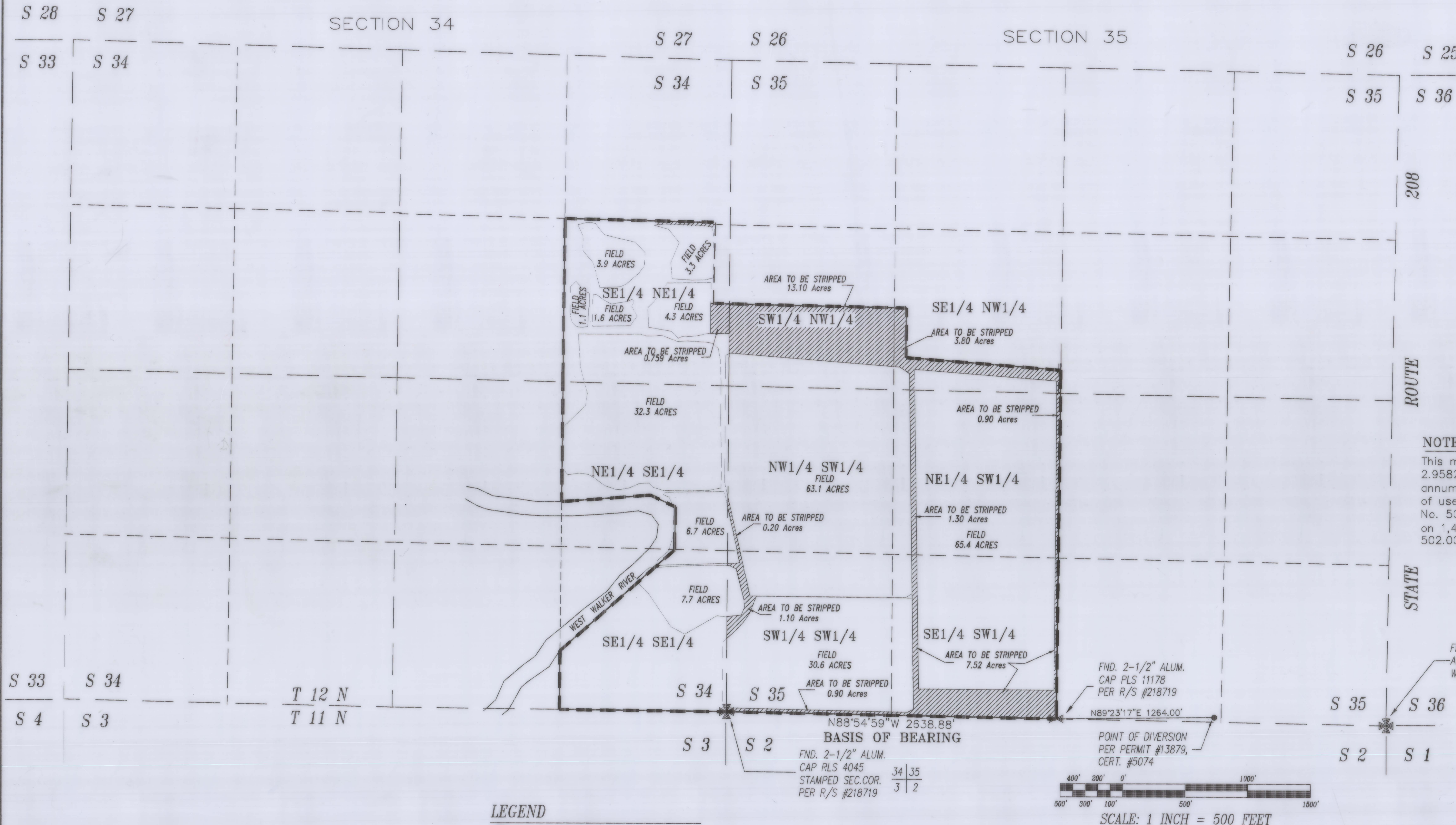


I, Rick P. Christian, being first duly sworn, do depose and say that this map has been correctly drawn to the designated scale from field notes of a survey made under my direction on May 23, 2005, that it truly and correctly represents the extent and location of existing works to change the point of diversion, place and manner of use of a portion of the waters heretofore appropriated under Permit #13879 (Amended Certificate #5074) for irrigation purposes. Being under the ownership of Patricia Louise Riley and Gerial Boileau, from an underground source in Lyon County.



Rick P. Christian
Water right surveyor no. 993

TOWNSHIP 12 NORTH, RANGE 25 EAST M.D.M.



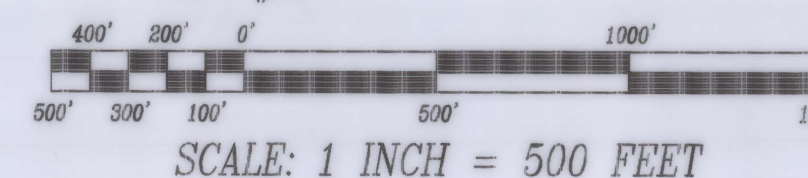
NOTE:

This map is to show the location of 29,579 acres times 2.9582 acre feet per acre totaling 87,50 acre feet per annum to be stripped as it pertains to the existing place of use. Refer to Permit No. 13879 (Amended Certificate No. 5074) for a duty of 2.9582 acre feet per acre based on 1,485 acre feet per season duty for irrigation of 502.00 acres.

FND. 2-1/2" N.D.O.T.
ALUM. CAP IN MONUMENT
WELL STAMPED SECT'N 35 | 36
2 | 1

FND. 2-1/2" ALUM.
CAP PLS 11178
PER R/S #218719

POINT OF DIVERSION
PER PERMIT #13879,
CERT. #5074



BASIS OF BEARING

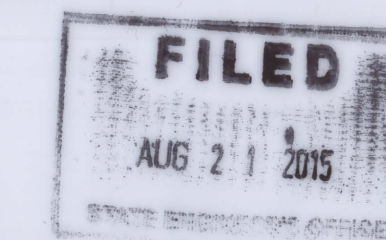
The bearings of this survey are based on the South line of Section 35 as shown on R/S no. 218719 of Lyon County records as bearing N 88°54'59" W.

LEGEND

- ✱ SECTION CORNER
- ✱ QUARTER CORNER
- EXISTING POINT OF DIVERSION
- AREA OF UNDER GROUND WATER
- FIELD AREA OF SURFACE DECREE & STORAGE RIGHTS
- AREA OF PRIMARY UNDERGROUND WATER RIGHTS TO BE STRIPPED BY THIS APPLICATION

85303

STATE ENGINEER'S USE



STATE ENGINEER'S OFFICE
2015 AUG 21 PM 1:35
RECEIVED

SHEET 1 OF 1 SHEETS

JOB # 15020WR

MAP TO ACCOMPANY APPLICATION TO CHANGE THE POINT OF DIVERSION, PLACE AND MANNER OF USE OF A PORTION OF UNDERGROUND WATERS HERETOFORE APPROPRIATED UNDER PERMIT #13879, CERTIFICATE #5074 FOR IRRIGATION PURPOSES BY

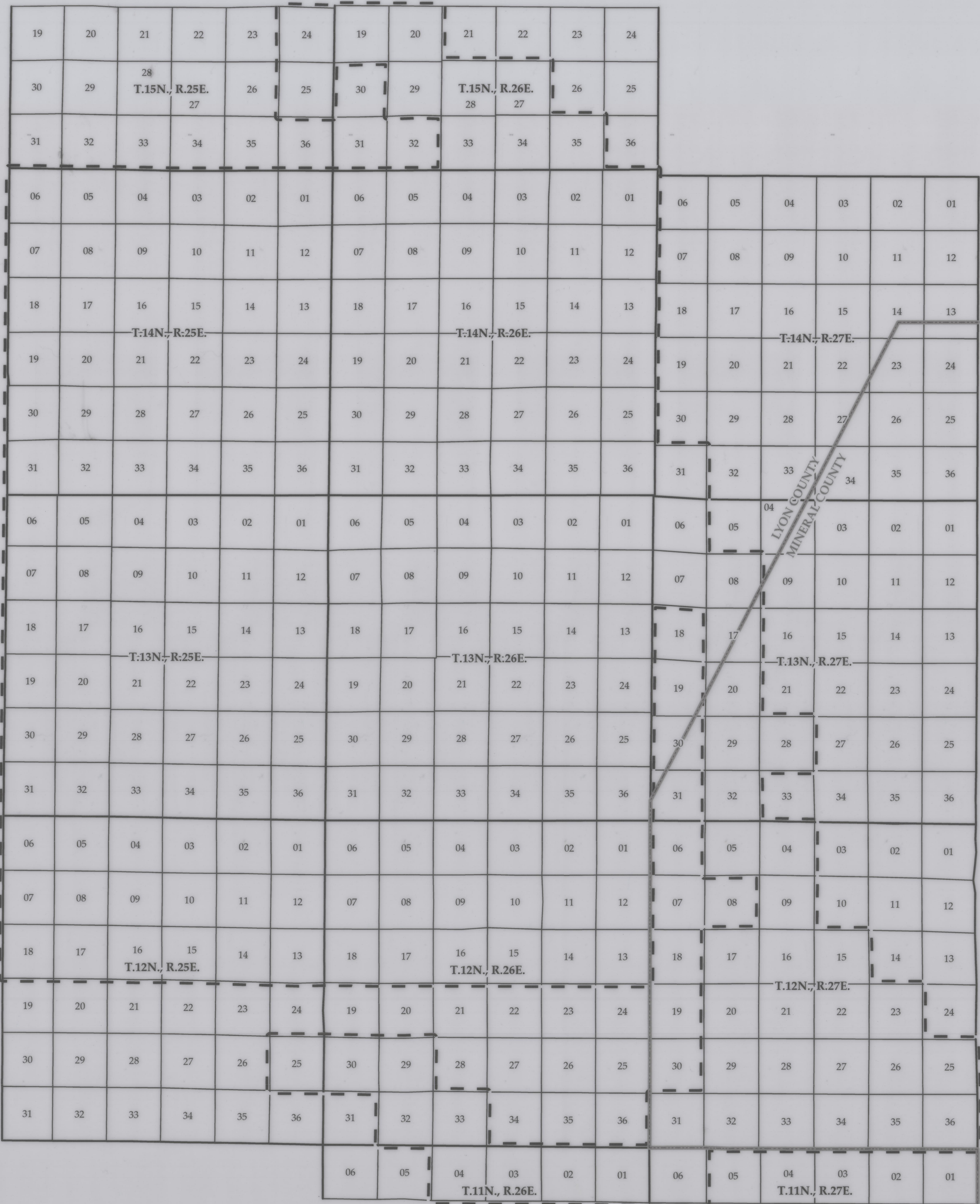
PATRICIA LOUISE RILEY
and GERAL BOILEAU
IN LYON COUNTY, NEVADA

88596

86601T

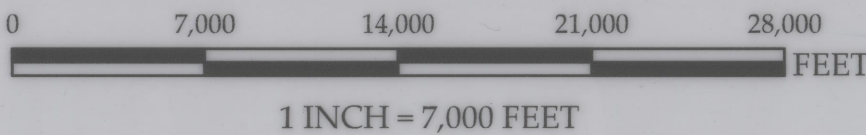
85625T

85303



PROPOSED PLACE OF USE WITHIN:

T.15N., R.25E., M.D.M.; T. 15N., R.26E., M.D.M.; T.14N., R.25E., M.D.M.; T.14N., R.26E., M.D.M.;
T.14N., R.27E., M.D.M.; T.13N., R.25E., M.D.M.; T.13N., R.26E., M.D.M.; T.13N., R.27E., M.D.M.;
T.12N., R.25E., M.D.M.; T.12N., R.26E., M.D.M.; T.12N., R.27E., M.D.M.; T.11N., R.26E., M.D.M.;
AND T.11N., R.27E., M.D.M.



STATE OF NEVADA
CARSON CITY } S.S.

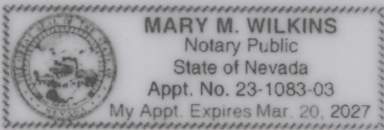
I, KARL E. EITENMILLER, P.E., W.R.S., BEING FIRST DULY SWORN, DEPOSE AND SAY THAT THIS MAP, CONSISTING OF 2 SHEETS, NUMBERED FROM 1 TO 2, INCLUSIVE, HAS BEEN CORRECTLY DRAWN TO THE DESIGNATED SCALE FROM FIELD NOTES OF A SURVEY MADE UNDER MY SUPERVISION AND DIRECTION, ON JULY 31, 2025, AND UTILIZING RECORD INFORMATION ON FILE WITHIN THE OFFICE OF THE NEVADA STATE ENGINEER AND THE BUREAU OF LAND MANAGEMENT; THAT IT TRULY AND CORRECTLY REPRESENTS THE PROPOSED LOCATION AND EXTENT OF THE WORKS USED TO DIVERT WATER FROM UNDERGROUND SOURCES IN MINERAL COUNTY, NEVADA, BY CITY OF YERINGTON FOR CONSTRUCTION PURPOSES. THAT THE PROPOSED POINT OF DIVERSION, THE PLACE AND MANNER OF USE, AND THE LOCATION AND NAMES OF ALL OTHER WORKS AND STREAMS WHICH ARE CROSSED OR CONNECTED WITH SAID WORKS, ARE FULLY AND CORRECTLY DESIGNATED THEREON.

Karl E. Eitenmiller, P.E.
STATE WATER RIGHT SURVEYOR NO. 1333



SUBSCRIBED AND SWORN TO BEFORE ME THIS 29 DAY OF SEPT, 2025.
BY KARL E. EITENMILLER, P.E., W.R.S.

Mary M. Wilkins
NOTARY PUBLIC IN AND FOR CARSON CITY, NEVADA
MY COMMISSION EXPIRES MARCH 20, 2027.



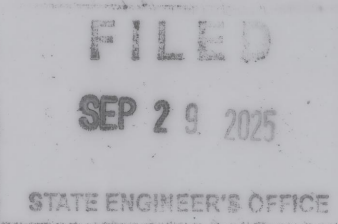
BASIS OF BEARING:

BY GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS, CALCULATED IN NAD83 STATE PLANE NEVADA WEST (US FEET), ACCURACY ± 3 METERS

- | | |
|------------------------------|-----------------------------|
| ----- 1/16 SECTION LINE | ----- TOWNSHIP |
| ----- CENTER LINE OF SECTION | ----- PROPOSED PLACE OF USE |
| ----- SECTION | ----- COUNTY LINE |

STATE ENGINEER'S USE

94749
94750



MAP TO ACCOMPANY APPLICATIONS TO CHANGE
THE POINT OF DIVERSION, PLACE AND MANNER
OF USE OF A PORTION UNDER PERMIT 85138
FOR CONSTRUCTION USE BY

City of Yerington

FROM UNDERGROUND SOURCES
WITHIN MINERAL COUNTY, NEVADA



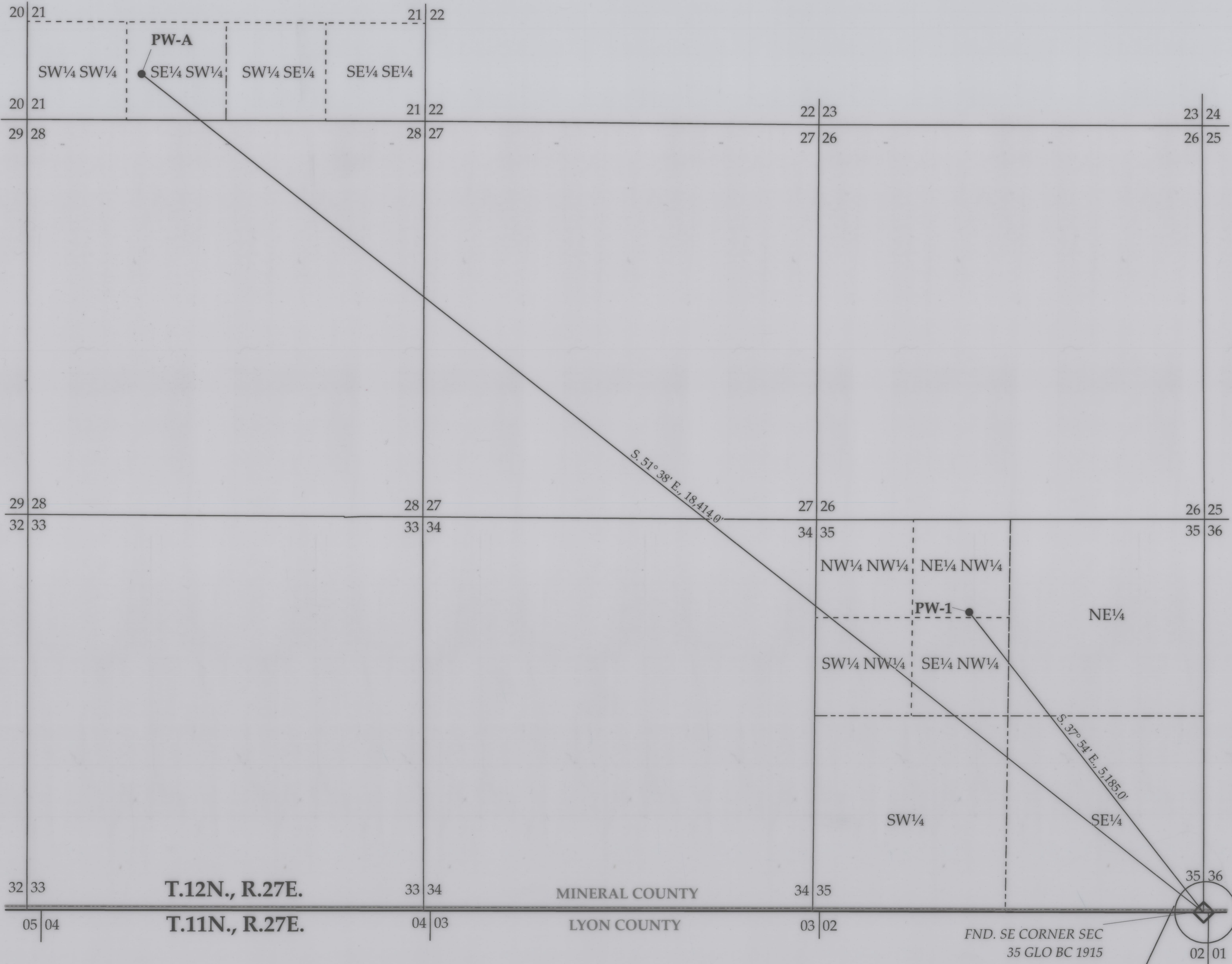
Engineering • Surveying • Water Rights
Resources & Environmental Services

www.rci-nv.com

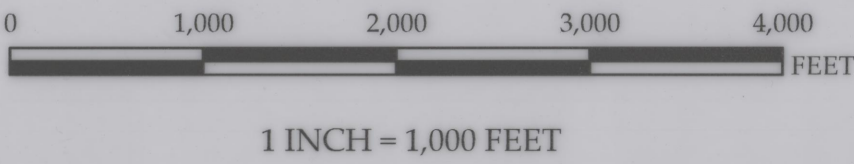
Carson City
340 N. Minnesota St.
Carson City, NV 89703-4152
(775) 883-1600

Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775) 558-7500

JOB NO.:	25-184.1
DATE:	9/29/2025
DRAWN:	JJ
CHECKED:	TP/KE
REVISED:	



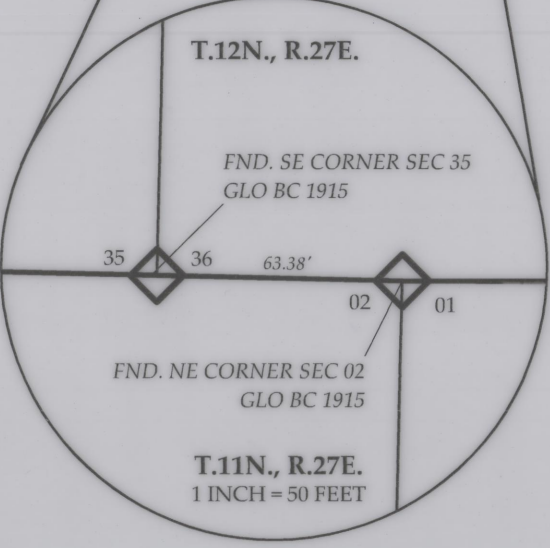
PROPOSED POINTS OF DIVERSION WITHIN:
SECTION 21 AND 35, T.12N., R.27E., M.D.M.



BASIS OF BEARING:

BY GLOBAL POSITIONING SYSTEM (GPS) OBSERVATIONS, CALCULATED IN NAD83 STATE PLANE
NEVADA WEST (US FEET), ACCURACY ± 3 METERS

- PROPOSED POINT OF DIVERSION
- ◇ FOUND SECTION CORNER
- 1/16 SECTION LINE
- CENTER LINE OF SECTION
- SECTION
- TOWNSHIP
- COUNTY LINE



STATE ENGINEER'S USE

FILED
SEP 29 2025
STATE ENGINEER'S OFFICE

MAP TO ACCOMPANY APPLICATIONS TO CHANGE
THE POINT OF DIVERSION, PLACE AND MANNER
OF USE OF A PORTION UNDER PERMIT 85138
FOR CONSTRUCTION USE BY

City of Yerington

FROM UNDERGROUND SOURCES
WITHIN MINERAL COUNTY, NEVADA

Carson City
340 N. Minnesota St.
Carson City, NV 89703-4152
(775) 883-1600

Lake Tahoe
276 Kingsbury Grade, Ste. 206
Stateline, NV 89449
(775) 558-7500

**Engineering • Surveying • Water Rights
Resources & Environmental Services**

www.rci-nv.com

RCI
Resource Concepts Inc

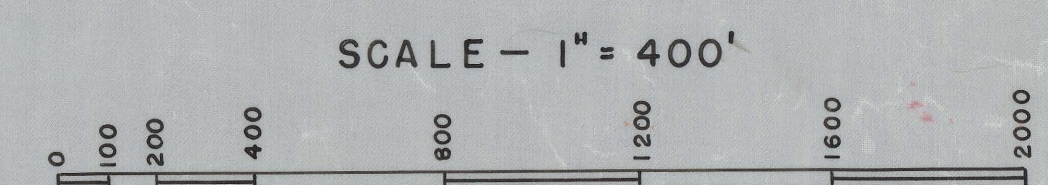
JOB NO.: 25-184.1
DATE: 9/29/2025
DRAWN: JJ
CHECKED: TP/KE
REVISED:

SECTION	SUBDIVISION	TOWN-SHIP	RANGE	CULTIVATED ACREAGE	DESCRIPTION OF CULTURE	DATE OF FIRST CULTURE
26	NE 1/4 SE 1/4	12 N	25 E	40	PERMANENT PASTURE	
"	NW 1/4 "	"	"	"	"	
"	SE 1/4 "	"	"	"	"	
"	SW 1/4 "	"	"	"	"	
35	S 1/2 NW 1/4	"	"	65	BRUSH & GRASS	
"	"	"	"	15	PERMANENT PASTURE	
"	N 1/2 SW 1/4	"	"	80	"	
"	S 1/2 "	"	"	20	"	
"	"	"	"	60	NATURAL GRASS	
34	SE 1/4 NE 1/4	"	"	40	PERMANENT PASTURE	
"	NE 1/4 SE 1/4	"	"	25	"	
"	SE 1/4 "	"	"	17	"	
"	"	"	"	20	NATURAL GRASS	

STATE of NEVADA, ss
County of Ormsby)
I, Walter G. Reid, being first duly sworn, depose and say that this map consisting of one sheet, has been correctly drawn to the designated scale from field notes of a survey made by me on the 28th day of March, 1960; that it truly and correctly represents the location and extent of the works used to divert water from an underground source, in Lyon County, by Ralph W. and Vera O. Smith, for irrigation purposes under Application No. 13879. That the point of diversion, the location, size of the diverting channel, location and description of all measuring devices, the location and extent of lands owned or controlled by the applicant upon which water applied for under Application No. 13879 is used, together with the area and kind of culture in each 40-acre subdivision, and the location and names of all other works or streams which are crossed by or connected with said works are fully and correctly designated thereon.

Walter G. Reid
State Water Right Surveyor

Subscribed and sworn before me this 22 day of April, 1960.
Ms. Helen Edwards
Notary Public in and for Ormsby County, Nevada.
My Commission Expires July 1, 1961



FILED
April 28, 1960
STATE ENGINEER'S OFFICE

MAP
TO ACCOMPANY PROOF OF
BENEFICIAL USE UNDER
APPLICATION No. 13879
FOR IRRIGATION BY
RALPH W. & VERA O. SMITH
FROM UNDERGROUND SOURCES



CERTIFICATE No. 5074 ISSUED Jan. 23, 1961

95277T 95056T 94438 90554T 88596 86601T 85625T 85303 84537T 82086 77272 68912 13879

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.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 9-1-26 to 9-15-26](#)
- [Cash Report 9-18-26](#)

CLAIMS REPORT
SEPTEMBER1 THROUGH SEPTEMBER 15, 2026

<u>LYON COUNTY</u>	<u>BILLS</u>	<u>PAYROLL</u>	<u>TRUST AND AGENCY</u>	<u>BILLS</u>	<u>PAYROLL</u>
Governmental Funds					
General	772,075.91	1,557,596.70	DNA Testing	1,482.93	
Employee Benefits			Western Regional Youth Facility	13,802.34	74,084.04
Park Construction Tax			Mason Valley Swimming Pool District	2,625.09	9,963.54
Co-Op Extension	449.99		Silver Springs/Stagecoach Hospital	10,047.17	4,438.38
Unemployment			Fernley Swimming Pool	56,733.15	24,582.15
Room Tax	2,234.99		City of Fernley	1,646,169.20	
Aid to Domestic Violence			Mason Valley Fire Protection District	9,018.17	54,078.27
Vehicle Acquisition			North Lyon County Fire Protection District	974,493.03	
Fair and Rodeo	20,486.87	665.73	Smith Valley Fire Protection District	1,412.20	9,476.83
Capital Improvements	22,400.00		Stagecoach General Improvement District		
Justice Court Special Assessment	875.00		South Lyon Hospital District	489,823.13	
District Court Restricted Fees			State of Nevada	326,022.80	
Juvenile Probation Special Assessment		889.80	City of Yerington	136,896.01	
County Library Gift			Fish and Game	195.60	
911 Surcharge	155,844.52		Walker River Irrigation District		
Mining Claim Map			Range Improvement		
Road	24,121.00	80,870.17	Lyon County Bond	26,243.62	
R T C	5,728.00		Coroner Estate Proceeds		
Road Improvement	1,995.97		County Trust Property		
Opioid Settlement	3,414.50	8,697.09	Social Security Payee Program	37,688.87	
General Indigent	29,949.68	103,365.60	Central Lyon County Fire Protection District	2,936,736.11	
Medical Indigent	14,847.23	6,750.52	Carson Water Sub-Conservancy District		
Senior Services	28,812.73	74,766.58	Dayton Valley Ground Water		
Senior Services Donations	1,004.99		Smith Valley Artesia		
Animal Control Donations			Mason Valley Artesia		
Enterprise Funds			Churchill Valley Ground Water		
Dayton Water Utility	75,976.27	84,274.27	Truckee Carson Irrigation District		
Dayton Sewer Utility	136,951.70	74,625.00	Fernley Ground Water		
Component Unit Funds			Brady Hot Springs Ground Water		
Mason Valley Mosquito Control District	107.58	6,894.94	Lyon County School District	9,438,228.69	
Central Lyon Vector Control District			Subtotal	16,107,618.11	176,623.21
Walker River Weed Control District			SUMMARY		
Silver Springs General Improvement District	22,887.93		Lyon County	1,323,102.28	1,999,396.40
Willowcreek General Improvement District	2,937.42		Trust & Agency	16,107,618.11	176,623.21
Subtotal	1,323,102.28	1,999,396.40	TOTAL	17,430,720.39	2,176,019.61

CASH REPORT

September 18, 2026

<u>LYON COUNTY</u>		<u>BALANCE</u>	<u>CUSTODIAL FUNDS</u>		<u>BALANCE</u>
Governmental Funds			DNA Testing		1,942.72
General		12,119,242.32	Western Nevada Regional Youth Center		1,973,634.13
Park Construction Tax		1,414,897.27	Mason Valley Swimming Pool District		4,168,834.45
Cooperative Extension		710,185.29	Silver Springs/Stagecoach Hospital		2,480,512.82
Unemployment		390,723.38	Fernley Swimming Pool District		2,090,289.52
Room Tax		72,870.73	City of Fernley		157,220.12
County Stabilization		3,450,000.00	<u>Mason Valley Fire Protection District</u>		
Vehicle Acquisition		336,750.37	General Fund		2,265,483.03
Fair and Rodeo		343,207.12	Ambulance Fund		2,009,156.53
Justice Court Special Assessment		1,016,122.53	Acquisition Fund		215,709.73
District Court Restricted Fees		944,049.60	Emergency Fund		18,463.62
Juvenile Probation Special Assessment		151,884.20	North Lyon County Fire Protection District		79,890.97
Library Gift		10,033.86	<u>Smith Valley Fire Protection District</u>		
Mining Claim Map		33,374.07	General Fund		721,073.97
911 Surcharge		685,406.28	Emergency Fund		432,845.24
Animal Control Donations		189,774.46	Acquisition Fund		1,723,178.72
Road		1,445,357.46	Stagecoach General Improvement District		37,781.07
R T C		18,223,375.73	South Lyon Hospital District		2,723,297.48
Road Improvement		1,001,790.73	State of Nevada		1,649,202.14
Opioid Settlement		1,306,899.83	City of Yerington		9,663.52
General Indigent		1,147,171.11	Fish and Game		6,396.02
Medical Indigent		1,974,900.20	Walker River Irrigation District		16,564.67
Senior Services		1,128,356.45	Range Improvement		2,267.09
Senior Services Donations		246,902.41	Lyon County Bond		728,893.28
Capital Improvements		23,004,950.43	Coroner Estate Proceeds		5,891.08
Subtotal Governmental Funds		71,348,225.83	County Trust Property & Inmate Trust		7,931.87
Enterprise Funds			Social Security Payees/Public Guardianships		484,911.35
Dayton Water Utility		21,362,853.14	<u>Central Lyon County Fire Protection District</u>		
Dayton Sewer Utility		20,558,819.56	General Fund		231,977.21
Subtotal Enterprise Funds		41,921,672.70	Ambulance Fund		18,817.42
Component Unit Funds			Carson Water Sub-Conservancy District		112,170.82
Mason Valley Mosquito Control District		1,120,377.62	Dayton Valley Ground Water		14,269.45
Central Lyon County Vector Control District		873,328.93	Smith Valley Artesia		30,558.92
Walker River Weed Control District		425,625.64	Mason Valley Artesia		72,123.70
Silver Springs General Improvement District		5,916,018.39	Churchill Valley Ground Water		8,713.98
Willowcreek General Improvement District		1,156,481.06	Truckee Carson Irrigation District		11,019.82
Subtotal Component Unit Funds		9,491,831.64	Brady Hot Springs Ground Water		210.00
			Fernley Ground Water		2,869.63
			East Walker Area Ground Water		1,322.13
			<u>Lyon County School District</u>		
			General Fund		448,524.93
			Debt Service Fund		333,687.78
Total Lyon County		122,761,730.17	Total Custodial Funds		25,297,300.93

SUMMARY

Lyon County	122,761,730.17
Custodial Funds	25,297,300.93
Unallocated Cash	
Unapportioned Purchase Cards	(6,101.22)
Unapportioned Interest	288,752.29

TOTAL **148,341,682.17**

BANK ACCOUNTS AND PETTY CASH

Wells Fargo Bank Checking	19,560,304.24
US Bank Investment	85,455,646.80
Local Government Investment Pool	43,308,199.26
Inmate Trust	8,931.87
Fernley Swimming Pool Imprest	300.00
Dayton Utilities Imprest	500.00
Silver Springs GID Imprest	500.00
Petty Cash	7,300.00

TOTAL **148,341,682.17**

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.b

Subject:

For Possible Action: Review and accept travel claims.

Summary:

The Board of Commissioners has requested to have the travel report presented to them. It is not required by statute.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept travel claims.

ATTACHMENTS

- [Travel Report 9-1-26 to 9-15-26](#)

LYON COUNTY TRAVEL REPORT

September 1-15, 2026

Department / Name	Description	Amount
Sheriff		
Cori Norman	The Investigation of Suicide Texas City, TX 09/30-10/03/2026 - Registration, Airfare, Per Diem	1,013.41
Sean Shannon	CIT International Orlando, FL 08/09-08/16/2026 - Parking, TSA Fee, Luggage Fee, Lodging	963.47
Ariana Mendoza	ICAC & Technology Conference Seattle, WA 09/20-09/25/2026 - Registration, Airfare, Per Diem	950.40
Sara Celedon	APCO Conference San Antonio, TX 08/01-08/06/2026 - Lodging	635.38
Sara Walker	APCO Conference San Antonio, TX 08/01-08/06/2026 - Lodging, Rental Car	1,035.82
Daniel Boyer	Breaching Training Phoenix, AZ 11/15-11/21/2026 - Registration	650.00
Shane Joyner	Breaching Training Phoenix, AZ 11/15-11/21/2026 - Registration	650.00
Ian Foster	Breaching Training Las Vegas, NV 11/08-11/14/2026 - Registration	1,595.00
Jessica Frontuto	Honor Guard Funeral Henderson, NV 08/12-08/14/2026 - Lodging	114.90
Ariana Mendoza	Honor Guard Funeral Henderson, NV 08/12-08/14/2026 - Lodging	114.90
Benjamin Beck	Honor Guard Funeral Henderson, NV 08/12-08/14/2026 - Lodging	114.90
Jeremy Tafelmeyer	Honor Guard Funeral Henderson, NV 08/12-08/14/2026 - Lodging	114.90
Cori Norman	Honor Guard Funeral Henderson, NV 08/12-08/14/2026 - Lodging	229.80
Kathleen Clanton	Recruitment Training Phoenix, AZ 09/20-09/25/2026 - Mileage, Per Diem	562.48
Savannah Souza	Records Office Yerington, NV 08/26/2026 - Mileage	24.40
District Attorney		
Samantha Edmondo	Prosecutor's Conference Las Vegas, NV 09/23-09/25/2026 - Airfare	404.80
Brian Haslem	Prosecutor's Conference Las Vegas, NV 09/23-09/25/2026 - Lodging	152.55
Commissioners		
John Cassinelli	Travel May-August - Mileage	696.80
Human Resources		
Megan Calvin	Kidz in Motion NC 08/25-08/29/2026 - Airport Parking	84.00
Jennifer Apgar	NCAP Annual Convention St Louis, MO 09/01-09/04/2026 - Airfare	886.41
Jennifer Apgar	Nevada Housing Conference Reno, NV 09/23-09/24/2026 - Registration	475.00
Emergency Management		
Celeste McFarlane	2026 International Association for Emergency Managers Long Beach, CA 11/07-11/14/2026 - Airfare, Registration	881.79
District Court		
Lindsey McCabe	Fernley Juvenile Court 08/13 & 08/27/2026 - Mileage	71.44
Utilities		
Robert Donnels	Tri-State Seminar Las Vegas, NV 08/03-08/07/2026 - Lodging	394.05
Jeremy Dillie	Tri-State Seminar Las Vegas, NV 08/03-08/07/2026 - Lodging	394.05
Diego Villalobos	160 Driving Academy Carson City, NV 08/10-09/01/2026 - Registration	4,657.50
Kishora Panda	WEFTECT 2026 New Orleans, LA 09/26-09/30/2026 - Per Diem	322.00
Juvenile Probation		
Eleazar Hernandez	Minor Transport Las Vegas, NV 08/31/2026 - Per Diem	81.00
Steve Albertsen	Minor Transport Las Vegas, NV 08/31/2026 - Per Diem	81.00
Rheanna Smith	Gang Violence Conference Orange, CA 08/09-08/14/2026 - Lodging	1,069.44
Noah Ramos	Forge & Fortify Training Sparks, NV 10/26-10/30/2026 - Registration	995.00
Planning		
Michael Irvin	Planning Commission Meeting 09/08/2026 - Mileage	50.16
Audrey Allan	Planning Commission Meeting 09/08/2026 - Mileage	72.50
Mark Jones	Planning Commission Meeting 09/08/2026 - Mileage	44.23
Wendy Loomis	Planning Commission Meeting 09/08/2026 - Mileage	44.23
Andrew Merritt	Planning Commission Meeting 09/08/2026 - Mileage	58.06
Jim Davis	Planning Commission Meeting 09/08/2026 - Mileage	86.64
		<u>20,772.41</u>

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.c

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: 10/1/2026

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
020-831-10	PERRY, CHARLES	CORRECT TAX CAP PER PETITION	6.0	2026/27	\$272.29
017-161-06	BOYLES, BYRON	CORRECT PYGO	8.2	2026/27	\$236.00
029-486-01	DAWS, ANDREW	APPLY DV EXEMPT	8.4	2026/27	\$1,253.63
029-202-10	OSBORN, JUNE	APPLY DV EXEMPT	8.4	2026/27	\$62.68
022-462-14	TURNBEAU, MATTHEW	APPLY DV EXEMPT	6.0	2026/27	\$391.40
029-282-07	GONZALEZ, FRANK	APPLY DV EXEMPT	8.4	2026/27	\$823.16
010-071-16	DAY 100 LLC	HAYBARNs DESTROYED	4.0	2026/27	\$319.61
020-95-05	SCHARTON, JEFFREY	APPLY DV EXEMPT	6.0	2026/27	\$998.61
019-331-18	HARVEY, WALLACE	APPLY DV EXEMPT	8.4	2026/27	\$768.06
022-011-18	SPENCER, RICHARD	APPLY DV EXEMPT	6.0	2026/27	\$998.61
004-141-10	HILINSKI, ERIC	APPLY DV EXEMPT	2.0	2026/27	\$815.98
022-462-17	SHAW, JUSTIN	APPLY DV EXEMPT	6.0	2026/27	\$332.87
022-282-13	SPENCER, RICHARD	REMOVE DV EXEMPT	6.0	2026/27	-\$998.61
020-956-06	NEAL, GERALD	APPLY DV EXEMPT	6.0	2026/27	\$199.72
015-611-02	FOSTER, JERRY	MH BURNED	8.2	2026/27	\$243.18
015-611-02	FOSTER, JERRY	MH BURNED, REFUND	8.2	2025/26	-\$259.48
015-611-02	FOSTER, JERRY	MH BURNED, REFUND	8.2	2024/25	-\$273.60
029-312-05	ESCOBAR, CARLOS	APPLY DV EXEMPT	8.8	2026/27	\$1,003.98
TOTAL:					\$7,188.09



LYON COUNTY

Meeting: 10/1/2026

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

Acct #	Name/Owner	Reason for Deletion	Tax Dist.	Tax. Year.	Tax Amount
LY008055	US BANK	COORECT EQUIPMENT, ADD VALUE	8.7	26/27	-134.01
FE010136	FIRST CITIZENS BANK	CORRECT EQUIPEMENT	6.0	26/27	63.32
LY096216	AMECO AMERICAN EQUIP	CORRECT EQUIPMENT	8.7	26/27	125.30
LY016101	CEA MASON	CORRECT EQUIPMENT, ADD VALUE	2.0	26/27	-419,386.60
LY003295	SYLVAN AMERICA INC	CORRECT EQUIPMENT	8.8	26/27	83.60
YE000485	DINI'S LUCKY CLUB	CORRECT EQUIPMENT	1.0	26/27	420.97
FE002414	PIONEER CROSSING FERNLEY	CORRECT EQUIPMENT	6.0	26/27	274.93
YE006085	A&K EARTH MOVERS INC	OWNER CORRECTED EQUIPMENT	1.0	26/27	85,651.10
MH014692	HSKS LLC	RECEIVED DRS, BILLED FOR CORRECT COST, ADD VALUE	8.5	26/27	-306.12
MH006297	BOYLES, WALTER	MH GONE	8.2	26/27	51.17
TOTAL:					(\$333,156.34)

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.d

Subject:

For Possible Action: Approve the September 17, 2026 minutes.

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Minutes](#)

Board of County Commissioners

Lyon County, Nevada

The Honorable Board of Lyon County Commissioners met this day, Thursday, September 17, 2026, at 9:00 A.M. in the LYON COUNTY ADMINISTRATIVE COMPLEX, 27 S. MAIN STREET, YERINGTON, NV 89447.

1. Roll Call

Present: Chairman Scott Keller, Vice-Chair Tammy Hendrix, Commissioner Robert Jacobson, Commissioner John Cassinelli, and Commissioner David Hockaday

Staff Present: County Manager Andrew Haskin, Deputy District Attorney Steve Rye, Deputy Clerk Melissa Colocho

2. Invocation given by Ruben Beruman of the Church of Jesus Christ of Latter Day Saints

Mr. Beruman was not present, so no invocation was given.

3. Pledge of Allegiance

4. Public Participation

Chair Keller asked for public comment.

Phyllis Hiskett formally requested the Board to direct staff or commissioners to sponsor and bring forward two new County Ordinances: one to require EIS studies on private property, and one prohibiting any Lyon County elected official or employee from signing an NDA. She asked the Board to place a discussion regarding the drafting and introduction of these ordinances on an upcoming meeting agenda.

5. For Possible Action: Review and Adoption of Agenda

Chair Keller asked for public comment, and there was none at this time.

Comm. Hendrix moved to approve the agenda for September 17th as presented; Comm. Cassinelli seconded, and the motion passed 5-0.

6. Time Certain

6.a Time Certain at 9:00 A.M.: Public Hearing - Bill 26-04: For Possible Action: Approve an ordinance amending Lyon County Development Code Title 15, Chapter 320, Table 4 thereby establishing Post-Secondary, Trade, or Technical Education as a Conditional Use in the Heavy Industrial-Rural and Heavy Industrial-Suburban zoning districts. (Community Development Director, Gavin Henderson)

Community Development Director, Gavin Henderson gave a presentation including Background, the Current vs Proposed Ordinance, and the Code Definition and Standards.

Mr. Henderson was available for questions and discussion with the Board.

Comm. Hendrix moved to approve an ordinance amending Lyon County Development Code Title 15, Chapter 320, Table 4 thereby establishing Post-Secondary, Trade, or Technical Education as a Conditional Use in the Heavy Industrial-Rural and Heavy Industrial-Suburban zoning districts; Comm. Jacobson seconded, and the motion passed 5-0.

7. Commissioners/County Manager Reports

Comm. Hockaday attended the Smith Valley CAB meeting, and the Walker River Irrigation District Board meeting.

Comm. Cassinelli attended the Planning Commission meeting via Zoom, the CAMPO Board meeting (and learned of a transportation bill with a five-year plan coming in 2027), the Boys & Girls Club Early Learning Center ribbon cutting ceremony in Dayton, and the Nevada Builders event in the Sutro Tunnel. He also met with Tahoe-Reno Industrial Center representatives to gather information on the data center ordinance.

Comm. Hendrix attended the Planning Commission meeting and a Rural Energy Academy session via Zoom, the event at the Sutro Tunnel, the Silver Springs CAB meeting, the Carson Water Sub-conservancy Advisory Board meeting, and the NACo Public Land Steering Committee meeting.

Comm. Jacobson wished everyone a Happy Constitution Day. He gave a shout-out to North Lyon County Fire, the Nevada Veterans Coalition, and the City of Fernley for putting on the 25-year Anniversary of 9/11 Remembrance. He also gave a shout-out to keynote speaker Susan Malone, civilian aid to the Secretary of the Army, and the Patriot of the Year, Fred Wilson. Comm. Jacobson mentioned others, commended the presentations and the ceremony.

Chair Keller attended the Planning Commission meeting via Zoom, the Nevada Builders event in the Sutro Tunnel, the Boys & Girls Club Early Learning Center ribbon cutting ceremony in Dayton (and thanked everyone that made it happen), and the NACo Data Center series on water use and cooling. He requested the next meeting provide information on direct to chip cooling, single phase and dual phase immersion cooling methods. He also attended the NACo Rural Action Caucus (reporting the Caucus has officially reached 500 members), and a forum for advancing rural and regional opportunity across Nevada through federal Collaboration, which was hosted by the US Small Business Administration in partnership with the US Department of Agriculture and the US Department of Housing and Urban Development.

County Manager, Andrew Haskin, gave a shout-out to the Boys and Girls Club Dayton ELC and thanked everyone for the hard work that went into it and donors. Mr. Haskin highlighted the positive responses from the Community Development Department comment.

8. Elected Officials' Reports

There were none at this time.

9. Appointed Officials' Reports

There were none at this time.

10. Advisory Board Reports

There were none at this time.

11. CONSENT AGENDA

Chair Keller asked for public comment, and there was none at this time.

Comm. Cassinelli moved to approve the consent agenda items 11.a. through 11.n.; Comm. Cassinelli seconded, and the motion passed 5-0.

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

County claims totaled \$ 4,650,421.73 and payroll totaled \$ 1,524,788.82. The cash balance was \$ 128,692,330.22.

11.b. For Possible Action: Review and accept travel claims.

The travel claims totaled \$ 9,398.41.

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

The secured factual corrections totaled \$ 11,540.01 and the unsecured factual corrections totaled (\$2,954.67).

11.d. For Possible Action: Approve the September 3, 2026 minutes.

11.e. For Possible Action: Accept a grant award from the Nevada Department of Health and Human Services, Division of Child & Family Services in the amount of \$75,239, with a county match of \$25,080, for the FY27 Title IV-B, Subpart 2 Family Support Program.

11.f. For Possible Action: Accept a grant award from the State of Nevada Department of Health and Human Services, Director's Office, in the amount of \$48,581, for the FY27 Title XX Social Services Block Grant program.

11.g. For Possible Action: Accept a grant award amendment to the existing multiyear agreement with the Federal Transit Administration through the Nevada Department of Transportation for the Section 5311 program, adding \$180,196 in federal funding and \$123,267 in County matching funds for FY27, for a total project amount of \$303,463, to continue funding Lyon County Human Services transportation services, and authorize the Human Services Director to sign.

11.h. For Possible Action: Approve a contract between Lyon County and Healthy Communities Coalition, in an amount not to exceed \$53,560, for services funded through the FY27 Lyon County Resilient Families (LCRF) grant from the Nevada Department of Health and Human Services.

11.i. For Possible Action: To approve the Federal Aviation Administration Grant Agreement in the amount of \$387,448, with a County match of \$20,392, for the FY 27 Automated Weather Observing System (AWOS) Upgrade Project at Silver Springs Airport and authorize the County Manager to sign.

11.j. For Possible Action: To approve the Federal Aviation Administration Grant Agreement in the amount of \$676,291, with a County match of \$35,594.73, for the FY 27 Lighting System Upgrade Project at Silver Springs Airport and authorize the County Manager to sign.

11.k. For Possible Action: Approval to release the Improvement Bond, accept the Maintenance Bond and accept the Certificates of Completion, for the improvements associated with the HERITAGE RANCH, PHASE 5, subdivision, located in Dayton, NV.

11.l. For Possible Action: Accept the amendment to the lease agreement with Dayton Healthcare Center, LLC, for Lyon County Human Services' Dayton office space, to extend the lease term from October 31, 2026 to May 31, 2027, with the option to extend the lease on a month to month basis.

11.m. For Possible Action: Approve the agreement between Lyon County and Recon Healthcare Services to provide medical and psychiatric services for inmates at the Lyon County Detention Facility for a five-year term beginning July 1, 2026 through June 30, 2031, with annual compensation as outlined in the agreement and two optional one-year extensions.

11.n. For Possible Action: For Possible Action: Approve an interlocal agreement with the Lyon County School District to purchase the fuel station at the Silver Springs Road Yard in the amount of \$12,500.

****END OF CONSENT AGENDA****

REGULAR AGENDA

12. District Attorney

12.a. For Possible Action: Approve transfer of real property owned by Lyon County, located on Main Street, Silver City Nevada, APN 008-043-07, to the Comstock Foundation for History and Culture, a Nevada nonprofit corporation, with the condition that the property be used for charitable or civic purposes, and if it ceases to be used for those purposes, that the property will automatically revert to Lyon County. The transfer is without consideration. (District Attorney, Steve Rye)

District Attorney, Steve Rye, explained the Board previously requested to transfer this property to the Comstock Foundation for History and Culture, that the County has owned the property for probably a hundred years and has no real need for it, and the transfer is for the Comstock Foundation's civic and charitable purposes.

Mr. Rye was available for questions and discussion with the Board.

Comm. Cassinelli expressed his happiness at seeing this and that it's good for the community.

Comm. Hendrix thanked the Bergstroms for their work in the community, and Comm. Jacobson seconded.

Chair Keller asked for public comment, and there was none at this time.

Comm. Hendrix moved to approve transfer of real property owned by Lyon County, located on Main Street, Silver City Nevada, APN 008-043-07, to the Comstock Foundation for History and Culture, a Nevada nonprofit corporation, with the condition that the property be used for charitable or civic purposes, and if it ceases to be used for these purposes, that the property will automatically revert to Lyon County. The transfer is without consideration; Comm. Cassinelli seconded, and the motion passed 5-0.

13. Emergency Management

13.a. For Possible Action: Accept a grant award from the Nevada Health Authority, funded through the Rural Health Transformation Program established under the One Big Beautiful Bill Act of 2025, in the amount of \$4,289,351 for the period through August 30, 2027, to support emergency medical services and related health system improvements, including single-role EMTs/paramedics, ambulances, cardiac monitors, quick response vehicles, mechanical chest compression devices, motorized stretcher systems, medication inventory management systems and other consumable medical supplies, dispatch software, and an assessment of EMS and Human Services billing practices to identify opportunities to maximize billing revenue; and authorize the Lyon County Emergency Manager to sign the grant award. (Emergency Management & Government Affairs Director, Taylor Allison)

Emergency Management & Government Affairs Director, Taylor Allison, explained this grant award is a dynamic opportunity, designed for projects that align with community health needs through evidence to support residents' needs, and if approved, will provide sub-award agreements with each fire protection district, with Lyon County facilitating equipment purchasing and grant management.

Some of the things this grant will cover include six single-role EMT positions to three of the four districts (Central Lyon, Mason, and Smith Valley), quick response vehicles or utility vehicles that can get out to rural remote areas, one for each district plus one for Emergency Management and Human Services), and one ambulance per district equipped with life-saving equipment (and the ability and protocols to identify opportunities to refer those lower acuity cases to the appropriate levels of care, including behavioral health and MOST team referrals). It will also cover dispatch software, equipment, and a billing assessment to identify opportunities to maximize billing revenue and support sustainability.

Ms. Allison was available for questions and had discussion with the Board.

Comm. Jacobson mentioned sub-awards typically come in on the Consent Agenda, and thanked Ms. Allison, the Fire Protection Districts, and everyone involved.

Ms. Allison and Mason Valley Fire District Chief, Scott Draper, clarified for Comm. Cassinelli that helicopter contracts were not addressed specifically in this grant but are being worked on.

Lyon County Fire Protection District Chiefs, Scott Draper for Mason Valley, and Tim McHargue for Central Lyon, thanked the Board for considering this item and thanked Ms. Allison and the County for the support and the work that went into this grant.

Dr. Dustin Holland is Board-certified in EMS, a physician for the Carson-Tahoe Emergency Department, Medical Director for Central Lyon Fire, Carson City, East Fork Fire, and Carson SWAT, and State EMS Advisory Board physician member with experience in building a still operational Community Paramedicine Program in 2018. He commented that while this is an incredible opportunity, mobile integrated health and paramedicine require different skillsets, and highlighted the aggressive timelines and deliverables on this grant along with other concerns.

Comm. Jacobson encouraged Dr. Holland to reach out directly to Ms. Allison with questions and concerns in the future, and Dr. Holland clarified he'd only read through the grant the day prior to the BOCC meeting.

Chief Draper confirmed Ms. Allison and the Fire Protection Districts understand the grant requirements.

Chair Keller asked for public comment, and there was none at this time.

Ms. Allison and Chief McHargue clarified for Chair Keller that discussions for blood transfusion warmers and chillers in new ambulance order specifications will continue, but are not currently specified as line items in the grant, and procurement and spending timelines. Chair Keller requested to be notified of intent to enter Plan B as soon as possible because he foresees difficulties.

Comm. Hockaday asked if the program will allow training EMTs to be Paramedics, which would also provide the benefit of opening EMT positions, and Comm. Cassinelli asked for clarification of personnel and contracted EMTs; Ms. Allison clarified the grant includes salaries and other buckets include workplace development, and gave a breakdown of what categories different factors will fall under for sub-award categories and application buckets.

Director of Lyon County Human Services, Dr. Shayla Holmes, stated she sits on the Rural Health Transformation Steering Committee and is engaged in the process at the state level. She provided an overview of the long-term plan and timelines of this grant.

Comm. Hockaday moved to accept a grant award from the Nevada Health Authority, funded through the Rural Health Transformation Program established under the One Big Beautiful Bill Act of 2025, in the amount of \$4,289,351 for the period through August 30, 2027, to support emergency medical services and related health system improvements, including single-role EMTs/paramedics, ambulances, cardiac monitors, quick response vehicles, mechanical chest compression devices, motorized stretcher systems, medication inventory management systems and other consumable medical supplies, dispatch software, and an assessment of EMS and Human Services billing practices to identify opportunities to maximize billing revenue; and authorize the Lyon County Emergency Manager to sign the grant award; Comm. Hendrix seconded, and the motion passed 5-0.

The Board recessed at 9:57AM and reconvened at 10:08AM.

14. Facilities

14.a. For Possible Action: Approve an additional \$5,607 to be funded from a budget transfer of the General Fund contingency for the capital purchase of a track loader with mulcher for the Facilities Department. \$140,000 was budgeted for this purchase but the quote came in at \$145,607. (Doug Homestead, Facilities Director)

Facilities Director, Doug Homestead, explained the amount increased due to inflation and the item will be used for open spaces throughout the county to grind weeds down in lieu of spraying near the river.

Mr. Homestead was available for questions and discussion with the Board.

Chair Keller asked for public comment, and there was none at this time.

Comm. Jacobson moved to approve an additional \$5,607 to be funded from a budget transfer of the General Fund contingency for the capital purchase of a track loader with mulcher for the Facilities Department; Comm. Cassinelli seconded, and the motion passed 5-0.

15. County Manager

15.a. For Possible Action: Authorize and select County Commissioner(s) to attend the NACo (National Association of Counties) 2026 Fall Board of Directors Meeting and Building Better Futures: A County Leaders' Symposium on Youth Outcomes in Mecklenburg, North Carolina December 3-5, 2026 for an approximate cost of \$3,500/person. (County Manager, Andrew Haskin)

County Manager, Andrew Haskin, explained this item was requested by Comm. Keller regarding attending the annual Fall Board of Directors meeting.

Chair Keller explained he would like to attend this summit because most of it will be focused on at-risk youth, and he doesn't have a background in education or working with youth. He explained he can use more information working with Health and Human Services to, not only understand their department better, but to help push through some of the resolutions coming from other steering committees. He also explained who will also attend the symposium, and gave an overview of the intended discussions and outcomes of the event.

Comm. Jacobson expressed concern that the Symposium does not provide Zoom meetings so more Commissioners can attend.

Mr. Haskin was available for questions and discussion with the Board.

Chair Keller asked for public comment.

Robin Biggs questioned how many Commissioners would be attending.

Comm. Jacobson moved that Scott Keller is authorized to attend the NACo (National Association of Counties) 2026 Fall Board of Directors Meeting and Building Better Futures: A County Leaders' Symposium on Youth Outcomes in Mecklenburg, North Carolina December 3-5, 2026 for an approximate cost of \$3,500/person; Comm. Hendrix seconded, and the motion passed 5-0.

15.b. Approve a letter of recommendation to the Governor's Office for Tyler Minor to continue to serve as a representative of Lyon County on the Carson-Truckee Water Conservancy District.

County Manager, Andrew Haskin, explained that since 2017, Tylor Minor has served as the Lyon County Representative on the Carson Truckee Water Conservancy District Board, and that Mr. Minor requested a copy of the original appointment letter. This item is to get the Board's input since the original letter is almost 10 years old.

Hendrix expressed support because Mr. Minor is extremely knowledgeable, and she is happy to have him representing Lyon County. Comm. Cassinelli agreed, and is happy to support Mr. Minor because he is very effective in that position.

Chair Keller asked for public comment, and there was none.

Comm. Hendrix moved to approve a letter of recommendation to the Governor's Office for Tyler Minor to continue to serve as a representative of Lyon County on the Carson-Truckee Water Conservancy District; Comm. Cassinelli seconded, and the motion passed 5-0.

16. Agenda Requests

Chair Keller requested Tyler Minor give a presentation to educate the Board on the Carson-Truckee Water Conservancy District.

17. Commissioner Comments

Comms. Hockaday, Hendrix, and Jacobson, and Chair Keller had none.

Comm. Cassinelli reminded everyone that Dayton Valley Days is Saturday and Sunday in Old Town Dayton (September 19 and 20, 2026), and thanked Doug Homestead and county staff for help with organization.

18. Public Participation

Chair Keller asked for public comment.

Sam Spier with Santa Ynez Valley Construction Company thanked Lyon County and staff for the participation in building the Heritage Ranch Dayton community. He gave thanks to Andrew Haskin, Gavin Henderson, Sean Sinclair, Jason and Brody in the field, Pam Rogers, Melissa Strobel, Shannon Juntunen, and the financial department.

19. Closed Session pursuant to NRS 241.015(3)(b)(2)

There was none at this time.

20. Adjourn

Meeting adjourned at 10:23AM.

LYON COUNTY BOARD OF COMMISSIONERS

SCOTT KELLER, Chairman

ATTEST

STACI LINDBERG, Lyon County Clerk/Treasurer

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.e

Subject:

For Possible Action: Accept a grant award from the Nevada Department of Business & Industry, Housing Division for FY27, in the amount of \$46,829.75, for the Account for Affordable Housing program to provide housing-related financial assistance services to Lyon County residents.

Summary:

The Account for Affordable Housing funding received through the State of Nevada will provide financial assistance to at-risk families, including those at risk of homelessness or who are already experiencing homelessness.

Financial Department Comments:

There is not a match required.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award from the Nevada Department of Business & Industry, Housing Division for FY27, in the amount of \$46,829.75, for the Account for Affordable Housing program to provide housing-related financial assistance services to Lyon County residents.

ATTACHMENTS

- [FY27 Account for Affordable Housing Agreement](#)

2026 ACCOUNT FOR AFFORDABLE HOUSING GRANT AGREEMENT

This 2026 Account for Affordable Housing Grant Agreement is made and entered into on this 1st day of October 2027, 2026, (“Effective Date”) by and between the State of Nevada, Department of Business and Industry, Nevada Housing Division (“Division”), and Lyon County, a local government, (“Grantee”) collectively the “Parties.”

WHEREAS, the Division is the administering agency for the Account for Affordable Housing (“Account”) created pursuant to Nevada Revised Statutes (“NRS”) 319.500; and

WHEREAS, the Division is responsible for the planning, administration, implementation, and evaluation of the Account for Affordable Housing Program (“Program”) as set forth in NRS 319.510 and Nevada Administrative Code (“NAC”) 319.885 through 319.950, inclusive; and

WHEREAS, Grantee is a political subdivision of the State of Nevada; and

WHEREAS, the Division desires to assist the Grantee by providing funds from the Account (“Funds”) to assist Grantee with qualified Program activities.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, covenants, and agreements herein, the Parties hereto do hereby agree as follows:

I. Scope of Services.

- A. The Division will grant SFY 2026 Funds to Grantee in an amount not to exceed \$46,829.75 to assist Grantee with qualified Program activities, as more particularly described in Exhibit A, attached hereto and incorporated herein. Money must be made available to individuals and families whose income is at or below 60% of the area median income of the county in which the individual or family resides.
- B. All funds must be expended between July 1, 2025, and June 30, 2028, (“Expenditure Period”). Pursuant to NAC 319.948, if Funds have not been expended by June 30, 2028, (“Expenditure Date”), the Funds must be returned to the Division. Upon written request by the Grantee and for good cause, the Division may extend the Expenditure Period for not more than 1 year. Written requests for extension must be submitted within 60 days of the Expenditure Date to be considered by the Division. In the event the Grantee and/or the Division anticipate the total amount of Funds allocated for this Agreement will not be expended by the Expenditure Date, the Division reserves the right to recapture that portion and reallocate funds for other projects/programs operated under the Program.
- C. Grantee agrees that any program costs, with regard to the distribution of Funds pursuant to this Agreement unless otherwise specified, exceeding \$46,829.75 will be the responsibility of Grantee. An amount not to exceed six percent (6%) of the Funds conveyed pursuant to this Agreement may be used for project delivery costs. Any ongoing activity costs such as maintenance and operations shall be the sole responsibility of Grantee.

- D. Before disbursing Funds on behalf of any recipient, Grantee agrees to enter into an agreement by way of a signed application with the recipient.
- E. Changes in this Article I, Scope of Services, as outlined herein must be in accordance with NRS 319 and NAC 319, and made by written amendment to this Agreement, and approved by both Parties.

II. Division General Conditions.

- A. Grantee has requested the financial support of the Division that is provided for in this Agreement to assist Grantee with qualified Program activities, as more particularly described in Exhibit A. The Division shall have no relationship whatsoever with the services provided, except the provision of financial support, monitoring, and the receipt of such reports as are provided for herein. To the extent, if at all, that any relationship to such services on the part of the Division may be claimed or found to exist, Grantee shall be an independent contractor only.
- B. Grantee will provide the Division with client usage records per activity on a quarterly basis during the period of this Agreement. Such report shall include, without limitation, the following data:
 - 1. Total clients served;
 - 2. Racial breakdown of clients served including Black or African American, White, American Indian or Alaskan Native, Asian and Native Hawaiian or other Pacific Islander;
 - 3. If the client is Hispanic or not;
 - 4. Number of percentage of low-income and very low-income clients;
 - 5. Number of clients with disabilities served;
 - 6. Number of senior citizens served;
 - 7. Number of female head of households served;
 - 8. Number of persons in each household served; and
 - 9. Rent charged for each household served.
- C. Grantee will not use any portion of the Funds provided by this Agreement for any activities other than qualified Program activities.
- D. If the Division determines that Funds have been expended on ineligible costs, Grantee shall repay to the Division, along with any fees, interest, or other funds, the amount of Funds expended on ineligible costs.
- E. Grantee may not assign or delegate any of its rights, interests, or duties under this Agreement without the prior written consent of the Division. Any such assignment or delegation made without the required consent shall be voidable by the Division, and may, at the option of the Division, result in the forfeiture of all financial support provided herein.
- F. Grantee shall allow duly authorized representatives of the Division to conduct such occasional reviews, audits, and onsite monitoring of activities as the Division deems to be

appropriate in order to determine:

1. Whether the objectives of the Program are being achieved;
 2. Whether the Program is being conducted in an efficient and effective manner;
 3. Whether management control systems and internal procedures have been established to meet the objectives of the Program;
 4. Whether the financial operations of the Program are being conducted properly; and
 5. Whether the periodic reports to the Division contain accurate and reliable information.
- G. Visits by the Division to Project shall be announced in advance of those visits and shall occur during normal operating hours. The representatives of the Division may request, and, if such a request is made, shall be granted, access to all of the records related to the Program. Records with respect to the Program shall be made available for audit, examination and review by the Division, the Attorney General's Office, contracted independent auditors, or any combination thereof. The representatives of the Division may, from time to time, interview recipients of the Program who volunteer to be interviewed.
- H. Grantee will protect, defend, indemnify, and save and hold harmless the Division from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by the negligence, gross negligence or intentional act of Grantee or its agents pursuant to this Agreement.
- I. Grantee will not use any Funds or other resources which are supplied by the Division in litigation against any person, natural or otherwise, or in its own defense in any such litigation and also to agree to notify the Division of any legal action which is filed by or against it in conjunction with this Program.
- J. Grantee agrees that no public officer or public employee of Grantee may seek or accept any gifts, service, favor, employment, engagement, emolument, or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the public duties of that position.
- K. Grantee agrees that no public officer or public employee of Grantee may use his or her position in government to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a significant pecuniary interest or any other person. As used herein, "unwarranted" means without justification or adequate reason.
- L. Grantee agrees that no public officer or public employee of Grantee may participate as an agent of Grantee in the negotiation or execution of a contract between Grantee and any private business in which he or she has a significant pecuniary interest.
- M. Grantee agrees that no public officer or public employee of Grantee may suppress any report or other document because it might tend to affect unfavorably his or her pecuniary interests.
- N. Grantee, and any subgrantee, shall be bound by all county ordinances, and state and federal

statutes, conditions, regulations, and assurances which are applicable to the entire Program or are required by the Division.

- O. Any material breach of this section may, in the discretion of the Division, result in forfeiture of all unexpended Funds received by Grantee pursuant to this Agreement, or any part thereof.
- P. No officer, employee or agent of the Division shall have any interest, direct or indirect, financial, or otherwise, in any contract or subcontract or the proceeds thereof, for any of the work to be performed pursuant to the activity during the period of service of such officer, employee or agent, for one year thereafter.
- Q. Grantee agrees that it shall not enter into any agreement, written or oral, with any contractor if the contractor or subcontractor is listed on the Federal or State of Nevada Consolidated List of Debarred, Suspended, and Ineligible Contractors.

III. Financial Management.

- A. Grantee agrees, and shall require any subgrantee to agree, that all costs of any activity receiving funds pursuant to this Agreement, shall be recorded by budget line items and be supported by checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, payrolls, time records, invoices, contracts, vouchers, orders or other accounting documents which pertain, in whole or in part, to the activity shall be thoroughly identified and readily accessible to the Division.
- B. Funds provided to the Grantee pursuant to this Agreement are expendable beginning on the Effective Date. This Agreement will commence upon the Effective Date. Funds must be expended by the Expenditure Date. Funds will be disbursed on a drawdown basis. Grantee shall submit draw requests to the Division as needed, with supporting documentation. Division shall have 30 days to process such draw request. Payments will be made by the Division to the Grantee in the form of reimbursement for monies already spent on eligible Project costs.
- C. Grantee agrees that excerpts or transcripts of all checks, payrolls, time records, invoices, contracts, vouchers, orders, and other accounting documents related to or arguably related to the activity will be provided upon request to the Division.
- D. Grantee shall comply with the Single Audit Act and 2 CFR Part 200, Subpart F, and shall provide the Division with a copy of the complete audit report. When complying with the Single Audit Act and 2 CFR Part 200, Subpart F, the audit must include funds that were disbursed from the Account and require all subgrantees and subrecipients who must comply with the Single Audit Act to include Trust Funds.

IV. Default and Remedies.

- A. The following shall constitute an event of default under this Agreement: Any breach of this Agreement, or Declaration after the expiration of any notice and cure periods set forth in

Paragraph B of this Article IV.

- B. Upon the occurrence of an event of default listed above, the Division will provide Grantee notice of the default and Grantee shall have 30 days from the date of the notice to cure the default. If the Grantee does not cure the default, the entire outstanding balance, including principal and interest, becomes immediately due and owing. The Division may proceed to protect and enforce its rights by mandamus or other suit, actions, or proceeding at law or in equity. No remedy conferred by this Agreement is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and shall be in addition to any other remedy existing at law or equity or by statute. No delay or omission of the Division to exercise any right or remedy accruing on an event of default shall impair any such right or remedy or constitute a waiver of any such event of default or an acquiescence therein.

V. Miscellaneous.

- A. All notices, demands, requests, or other communications required or permitted under this Agreement shall be in writing and sent by first class, regular, registered, or certified mail, commercial delivery service, overnight courier, or facsimile transmission, air or other courier, or hand delivery to the party to be notified addressed as follows:

To the Division: 1830 E. College Parkway
Suite 200
Carson City, Nevada 89706
Attn: Administrator
Telephone: (775) 687-2249
Facsimile: (775) 687-4040
E-mail: nhdinfo@housing.nv.gov

To the Grantee: Lyon County
PO Box 1141
Silver Springs, NV 89429

Any such notice, demand, request, or communication shall be deemed to have been given and received for all purposes under this Agreement:

1. Three business days after the same is deposited in any official depository or receptacle of the United States Postal Service first class, or if applicable, certified mail, return receipt requested, postage prepaid;
2. On the date of transmission when delivered by facsimile transmission, provided any transmission received after 4:00 p.m., local time, as evidenced by the time shown on such transmission, shall be deemed to have been received the following business day;
3. On the next business day after the same is deposited with a nationally recognized overnight delivery service that guarantees overnight delivery; and
4. On the date of actual deliver to such party by any other means; provided, however, if the day such notice, demand, request or communication shall be deemed to have been given and received as aforesaid is not a business day, such

notice, demand, request or communication shall be deemed to have been given and received on the next business day.

- B. Each Party has cooperated in the drafting and preparation of this Agreement and, therefore, the Agreement shall not be construed against either Party as its drafter.
- C. This Agreement constitutes the legal, valid, and binding obligations of the Parties enforceable against the Parties in accordance with its respective terms.
- D. This Agreement shall be governed by and enforceable in accordance with the laws of the State of Nevada.
- E. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions shall not in any way be affected or impaired.
- F. The headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.
- G. All references to the singular shall include the plural and all references to gender shall include the masculine, feminine, as well as the neuter, and vice versa, as the context requires.
- H. In connection with any litigation, including appellate proceedings arising under this Agreement or any related agreement contemplated herein, the prevailing party or parties in such litigation shall be entitled to recover reasonable attorney fees and other legal costs and expenses from the non-prevailing party or parties.
- I. This Agreement may be signed by the Parties hereto in counterparts with the same effect as if the signatories to each counterpart signed as a single instrument. All counterparts (when taken together) shall constitute an original of this Agreement.
- J. Each Party represents and warrants to the other Party that:
 - 1. It has the full right, power and authority to enter into this Agreement, to grant any rights and licenses hereunder and to perform its obligation hereunder;
 - 2. The execution of this Agreement by its representative whose signatures are set forth at the end hereof has been duly authorized by all methods or corporate action of the Parties; and
 - 3. Execution and delivery by such Party of this Agreement shall constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.
- K. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury and respect any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

- L. The transactions described in this Agreement may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

VI. Modification or Revocation of Agreement.

- A. The Division and Grantee will amend or otherwise revise this Agreement should a modification be required under NRS 319 or NAC 319.
- B. In the event that any of the Funds for any reason are terminated or withheld from the Division or otherwise not forthcoming, the Division or Grantee may revoke this Agreement.
- C. The Division may suspend or terminate this Agreement if Grantee fails to comply with any of this Agreement's terms.
- D. This Agreement constitutes the entire Agreement between the Parties and may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and intend to be legally bound thereby
NEVADA HOUSING DIVISION:

By: _____
Steve Aichroth, Administrator
Nevada Housing Division

GRANTEE:

Lyon County

By: _____
Scott Keller, Chair
Lyon County Board of Commissioners

Date: _____

EXHIBIT A

\$46,829.75 - Emergency Assistance

Security Deposits (\$4,500.00)
Utility Deposits (\$500.00)
Payment Arrears (\$40,829.75)
Hotel/Motel Assistance (\$1,000.00)
Legal Fees (\$0.00)

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.f

Subject:

For Possible Action: Accept a grant award from the State of Nevada Department of Human Services for the Community Services Block Grant program, in the amount of \$30,971, to provide case management services to eligible Lyon County individuals and families.

Summary:

This is an annual renewal of Community Services Block Grant funding received through the State of Nevada to provide case management services, including employment services, utility assistance, housing services, and financial skills training to eligible Lyon County individuals and families.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept a grant award from the State of Nevada Department of Human Services for the Community Services Block Grant program, in the amount of \$30,971, to provide case management services to eligible Lyon County individuals and families.

ATTACHMENTS

- [FY27 Community Services Block Grant Notice of Subaward](#)



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

Agency Ref. #: **DO 1791**
Budget Account: 3195
Category: 29
GL: 8511
Job Number: 9356926
Sub Org: N/A

NOTICE OF SUBAWARD

Program Name: DHS Grants Management Unit Tawny Chapman, Program Manager / tawny.chapman@dhs.nv.gov		Subrecipient's Name: Lyon County Human Services Shayla Holmes, Director / sholmes@lyon-county.org	
Address: 1000 N. Division St. Carson City, NV 89703		Address: 620 Lake Avenue Silver Springs, NV 89429	
Subaward Period: October 1, 2026, through September 30, 2027		Subrecipient's: EIN: 88-6000097 Vendor #: T40156600A UEI #: UT4JJJ9N6L69	
Purpose of Award: To provide case management for individuals and/or families eligible in poverty; including employment services, utility services, housing services, and training for financial skills for implementing and maintaining a personal budget.			
Region(s) to be served: ☐ Statewide ☒ Specific county or counties: <u>Lyon County</u>			
Approved Budget Categories:		FEDERAL AWARD COMPUTATION:	
1. Personnel	\$24,128.00	Total Obligated by this Action:	\$ 30,971.00
2. Travel	\$0.00	Cumulative Prior Awards this Budget Period:	\$ 0.00
3. Operating	\$0.00	Total Federal Funds Awarded to Date:	\$ 30,971.00
4. Equipment	\$0.00	Match Required ☐ Y ☒ N	
5. Contractual/Consultant	\$0.00	Amount Required this Action:	\$ 0.00
6. Training	\$0.00	Amount Required Prior Awards:	\$ 0.00
7. Other	\$6,843.00	Total Match Amount Required:	\$ 0.00
TOTAL DIRECT COSTS	\$30,971.00	Research and Development (R&D) ☐ Y ☒ N	
8. Indirect Costs	\$0.00	Federal Budget Period: October 1, 2026, through September 30, 2027	
TOTAL APPROVED BUDGET	\$30,971.00	Federal Project Period: October 1, 2026, through September 30, 2027	
Source of Funds: U.S. Department of Health and Human Services, Administration for Children and Families, Community Services Block Grant		% Funds: 100%	CFDA: 93.569
		FAIN: 2601NVC OSR	Federal Grant #: 2601NVCOSR
		Grant Award Date by Federal Agency: 7/1/2026	
Agency Approved Indirect Rate: N/A		Subrecipient Approved Indirect Rate: 0%	
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	

Name	Signature	Date
Scott Keller, Chairman Lyon County Board of Commissioners		
Danacamile Roscom, MSW, Chief 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).

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

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.

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

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: Enhance community socio-economic stability by expanding access to affordable housing, securing sustainable utilities, and creating robust employment opportunities that foster long-term financial capacity.						
Objective	Activities	Expected Outcomes	Timeline: Begin-Completion	Target Population	Evaluation Measure (indicator)	Evaluation Tool
1.1 Families need to increase financial stability. NPI 3 – Financial Capability	Case managers will provide financial capability services, including budgeting education, financial coaching, and resource navigation.	Individuals will receive financial capability services that support progress toward improved financial stability.	10/01/26–09/30/27	Eligible CSBG individual / families under 200% poverty and has identified need	Number of individuals receiving financial capability services. Percentage of enrolled clients demonstrating progress toward identified financial capability goals.	Database reports Quarterly Progress Updates submitted on: - Q1: January 15th for Oct. – Dec. - Q2: April 15th for Jan. – Mar. - Q3: July 15th for Apr. – Jun. - Q4: October 15th for Jul. – Sept.
1.2 Families need safe and affordable housing. NPI 4 – Housing	Case managers will provide rental assistance (when funding allows), housing navigation, landlord referrals, shelter coordination, and eviction prevention services.	Individuals will receive housing services that support housing stability.	10/01/26–09/30/27	Eligible CSBG individual / families under 200% poverty and has identified need	Number of individuals receiving housing services. Percentage of enrolled clients demonstrating progress toward identified housing stability.	Database reports Quarterly Progress Updates submitted on: - Q1: January 15th for Oct. – Dec. - Q2: April 15th for Jan. – Mar. - Q3: July 15th for Apr. – Jun. - Q4: October 15th for Jul. – Sept.

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

1.3 Families need access to affordable utilities. NPI 4 – Utilities	Case managers will provide utility assistance (when funding allows) and referrals or resource navigation to utility support programs.	Individuals will receive utility assistance or resource navigation that supports access to essential utility services.	10/01/26– 09/30/27	Eligible CSBG individual / families under 200% poverty and has identified need	Number of individuals receiving utility assistance or navigation services. Percentage of enrolled clients demonstrating progress toward identified utility-related goals.	Database reports Quarterly Progress Updates submitted on: - Q1: January 15th for Oct. – Dec. - Q2: April 15th for Jan. – Mar. - Q3: July 15th for Apr. – Jun. - Q4: October 15th for Jul. – Sept.
1.4 Families need access to employment opportunities. NPI 1 – Employment	Case managers will provide employment services, including job readiness support, resume assistance, employment coaching, and referrals to employers or training programs.	Individuals will receive employment services or resource navigation that support progress toward employment goals.	10/01/26– 09/30/27	Eligible CSBG individual / families under 200% poverty and has identified need	Number of individuals receiving employment services. Percentage of enrolled clients demonstrating progress toward identified employment goals.	Database reports Quarterly Progress Updates submitted on: - Q1: January 15th for Oct. – Dec. - Q2: April 15th for Jan. – Mar. - Q3: July 15th for Apr. – Jun. - Q4: October 15th for Jul. – Sept.

Quarterly Progress Updates are due to the Director's Office – Grants Management Unit via email) and to the current Program Manager by the following deadlines:

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

Subrecipient agrees to adhere to the following budget:

Applicant Name: County of Lyon

CSBG

**BUDGET NARRATIVE
(Form Revised March 2026)**

Total Personnel Costs	including fringe	Total:	\$	24,128
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	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Andrea Benally Case Manager Position Control #60203	\$66,476	45.00%	12.00%	3	25.00%	\$2,892

Completes intake, eligibility determination and assessments necessary for each client. Works with eligible clients to determine goal plans and make resource connections and referrals as needed to be successful with goals. Eligible clients needing employment and budget assistance received tailored appointments to educate and build soft skill sets to reach their realistic monetary goals. All services are client centered with goal plans that are oriented and worked through alongside the client to ensure forward movement and future sustainability.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Michelle Grouse Case Manager Position Control #61200	\$66,201	24.00%	5.00%	3	25.00%	\$1,026

Completes intake, eligibility determination and assessments necessary for each client. Works with eligible clients to determine goal plans and make resource connections and referrals as needed to be successful with goals. Eligible clients needing employment and budget assistance received tailored appointments to educate and build soft skill sets to reach their realistic monetary goals. All services are client centered with goal plans that are oriented and worked through alongside the client to ensure forward movement and future sustainability.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Emma Osterman Case Manager Position Control #60202	\$50,330	78.00%	75.36%	3	25.00%	\$16,879

Completes intake, eligibility determination and assessments necessary for each client. Works with eligible clients to determine goal plans and make resource connections and referrals as needed to be successful with goals. Eligible clients needing employment and budget assistance received tailored appointments to educate and build soft skill sets to reach their realistic monetary goals. All services are client centered with goal plans that are oriented and worked through alongside the client to ensure forward movement and future sustainability.

	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Percent of Annual</u>	<u>Amount Requested</u>
Mariah Montero Office Assistant Position Control #11538	\$61,574	63.00%	13.28%	3	25.00%	\$3,331

Pre-Screen and triage all Adult Services applications for assistance and on-line referrals. Provide quick service referrals when applicable.

Total Fringe Cost	\$9,780	Total Salary Cost:	\$14,348
Total Budgeted FTE	1.06		

<u>Travel</u>	Total:	\$0
<u>Operating</u>	Total:	\$0
<u>Equipment</u>	Total:	\$0
<u>Contractual</u>	Total:	\$0
<u>Training</u>	Total:	\$0
<u>Other</u>	Total:	\$6,843

<u>Monthly Expense</u>	<u>FTE</u>	<u>UNIT</u>	<u>Number of Months</u>	<u>Total</u>
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STATE OF NEVADA
DEPARTMENT OF HUMAN SERVICES
Director's Office
NOTICE OF SUBAWARD

Emergency Assistance (rent) \$2,281
avg rent/month x 3 families \$2,281 3 \$6,843

Justification: Funding for emergency assistance, including rent, is essential to stabilize families in crisis. Funding will be used to directly offset urgent financial barriers, enabling families and individuals to safely remain in their homes and engage in services.

TOTAL DIRECT CHARGES			\$30,971
Indirect Charges	Indirect Rate:	0.00%	\$0
Indirect Methodology: Partner opts for 0% indirect on this award.			
TOTAL BUDGET			Total: \$30,971

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

Applicant Name: County of Lyon

Form 2

PROPOSED BUDGET SUMMARY

(Form Revised January 2025)

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

<u>FUNDING SOURCES</u>	<i>Funding Source</i>	SSBG	ESG	EEF	COUNTY	Other Funding	Other Funding	Program Income	TOTAL
SECURED		PENDING	PENDING	PENDING	SECURED				
ENTER TOTAL REQUEST	\$30,971	\$48,581	\$72,000	\$68,408	\$161,793				\$381,753

EXPENSE CATEGORY

Personnel	\$24,128								\$24,128
Travel	\$0								\$0
Operating	\$0								\$0
Equipment	\$0								\$0
Contractual/Consultant	\$0								\$0
Training	\$0								\$0
Other Expenses	\$6,843								\$6,843
Indirect	\$0								\$0

TOTAL EXPENSE	\$30,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$30,971
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These boxes should equal 0	\$0	\$48,581	\$72,000	\$68,408	\$161,793	\$0	\$0	\$0	\$350,782
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Total Indirect Cost	\$0
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Total Agency Budget	\$30,971
Percent of Subrecipient Budget	100%

B. Explain any items noted as pending:

C. Program Income

Calculation:

**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 \$30,971;
- 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:

- 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 1791**
Budget Account: 3195-29
GL: 8511
Draw #: _____

Request for Reimbursement

Program Name: DHS Grants Management Unit Tawny Chapman, Program Manager / tawny.chapman@dhs.nv.gov	Subrecipient's Name: Lyon County Human Services Shayla Holmes, Director / sholmes@lyon-county.org
Address: 1000 N. Division St. Carson City, NV 89703	Address: 620 Lake Avenue Silver Springs, NV 89429
Subaward Period: October 1, 2026, through September 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		\$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	-
8. Indirect	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$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: _____

SECTION E

Page 11 of 17

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

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☒ YES ☐ NO
3. When does your organization's fiscal year end? June 30
4. What is the official name of your organization? Lyon, Couty 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 20, 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 not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

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

Name 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.

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

16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of 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

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

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.

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

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.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.g

Subject:

For Possible Action: Adopt the 2026 Water Conservation Plan Update for the Dayton Valley Water System serving the Dayton and Mound House areas.

Summary:

Pursuant to Nevada Revised Statutes (NRS) Chapter 540, public water system purveyors are required to develop and adopt a water conservation plan and update the plan every five years. The Dayton Valley Water System's current Water Conservation Plan was last updated in 2021. The Water Conservation Plan establishes a framework for continued water conservation, efficient water use, and responsible management of the system's water resources. The updated Water Conservation Plan has been reviewed and approved by the Nevada Division of Water Resources.

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Move to adopt the 2026 Water Conservation Plan Update for the Dayton Valley Water System, which serves the Dayton and Mound House areas.

ATTACHMENTS

- [2026 Water Conservation Plan Update for the Dayton Valley Water System](#)
- [Nevada Division of Water Resources Approval](#)

Dayton Valley Water System

Permit # NV0000032

Water Conservation Plan Update 2026

Approved by Nevada Division of Water Resources: 8/17/2026

Adopted by Board of County Commissioners: TBD

Prepared by:

**Lyon County Utilities Department
34 Lakes Blvd., Ste. 103
Dayton, NV 89403
(775) 246-6220**

TABLE OF CONTENTS

Introduction	3
Plan Elements	3
1. A Plan of water conservation submitted to the Division of Water Resources for review must include provisions related to:	3
1.a. Methods of public education to (1) Increase public awareness of the limited supply of water in this State and the need to conserve water, and (2) Encourage reduction in the size of lawns and the use of plants adapted to arid and semiarid climates.	3
1.b. Specific conservation measures that are required to meet the service area's needs, including, but not limited to, any conservation measures required by law.	3
1.c. The management of water to identify and reduce water loss in water supplies, inaccuracies in water meters and high pressure in water supplies, which must include, without limitation: (1) Goals for acceptable levels of water loss in water supplies; (2) A plan which analyzes how the supplier of water will progress towards the goals established for the acceptable levels of water loss.	4
1.d. The management of water to, where applicable, increase the reuse of effluent.	4
1.e. The contingency plan for drought conditions ensures a supply of potable water.	4
1.f. A schedule for carrying out the Plan.	4
1.g. A plan for how the supplier of water will progress towards the installation of meters on all connections.	4
1.h. Standards for water efficiency for new development.	4
1.j. Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.	4
1.j. Watering restrictions based on the time of day and the day of the week.	5
2. In addition to the requirements of subsection 1, a plan of water conservation submitted to the State for review by a supplier of water providing service for 500 or more connections must include provisions relating to:	5
2.a. Measures to evaluate the effectiveness of the Plan.	5
2.b. For each conservation measure specified in the Plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the Plan stated in terms of gallons of water saved annually.	5
3. List of Appendices	5
Appendix A. NRS Chapter 540 – Planning and Development of Water Resources	5
Appendix B. Lyon County Ordinance 9.03.16, Water Conservation Required	5
Appendix C. Approved Water and Sewer Rate Structure	5
Appendix D. Water Loss Audit for Calendar Year 2025	5

Introduction

The Lyon County Utilities Department (LCUD) manages the Dayton Valley Water System that serves the residents of Dayton and Mound House and is required to maintain a water conservation plan (Plan) in accordance with the requirements of NRS 540.121 – 540.151 (Appendix A).

This Plan supersedes the 2021 Water Conservation Plan. The Plan elements include the new requirements that went into effect as of January 1, 2020. The Plan will be periodically reviewed and updated every five years.

Plan Elements

1. A Plan of water conservation submitted to the Division of Water Resources for review must include provisions related to:
 - 1.a. Methods of public education to (1) Increase public awareness of the limited supply of water in this State and the need to conserve water, and (2) Encourage reduction in the size of lawns and the use of plants adapted to arid and semiarid climates.
 - LCUD participates in public outreach such as Dayton Valley Days and educational programs at elementary schools.
 - Promotional material related to conservation is posted at the utility office and is available to walk-in customers.
 - 1.b. Specific conservation measures that are required to meet the service area's needs, including, but not limited to, any conservation measures required by law.
 - Lyon County adopted water-use regulations (Lyon County Code, 9.03.16) to promote water conservation during emergency and non-emergency situations. (Appendix B).
 - Lyon County adopted general use regulations (Lyon County Code, 9.03.07B) that identifies Water Waste:
 - It is unlawful for anyone connected to the public water system to waste water. For the purpose of this section, "waste" means any excessive usage which causes water to run into or along any street, alley, storm drainage system, or into or upon another's property; providing nothing in this section shall be construed as to apply to the accidental breaking of any hose, water pipe, or other irrigation. If such breaks are not repaired, or the water turned off within the specified time once notice is given, LCUD may discontinue water service, and it is unlawful for any person to again turn on such water until proper repairs have been made.

- 1.c. The management of water to identify and reduce water loss in water supplies, inaccuracies in water meters and high pressure in water supplies, which must include, without limitation: (1) Goals for acceptable levels of water loss in water supplies; (2) A plan which analyzes how the supplier of water will progress towards the goals established for the acceptable levels of water loss.
- LCUD analyzes water loss by comparing production vs. billing information monthly with a goal of less than 10% loss.
 - To ensure continued compliance with the water loss goal, LCUD actively analyzes loss data and follows up on discrepancies.
 - LCUD manages system pressures through the use of regulating valves, altitude valves, and pressure relief valves.
 - LCUD is in year four (4) of a five (5) year program to replace existing water meters with new smart meters. Smart meters are installed on all new development.
- 1.d. The management of water to, where applicable, increase the reuse of effluent.
- Dayton Valley Golf Course uses effluent to supplement irrigation.
- 1.e. The contingency plan for drought conditions ensures a supply of potable water.
- Lyon County adopted water-use regulations (Lyon County Code, 9.03.16) to promote water conservation during emergency and non-emergency situations. (Appendix B).
- 1.f. A schedule for carrying out the Plan.
- A water loss audit using AWWA methodology and software was completed for the calendar year 2025 (Appendix D).
- 1.g. A plan for how the supplier of water will progress towards the installation of meters on all connections.
- All connections are metered.
- 1.h. Standards for water efficiency for new development.
- In 1991, Nevada enacted a law requiring the adoption of conservation plans by water suppliers. Minimum standards for plumbing fixtures were adopted in 1991 (Assembly Bill 359) by Nevada, and in 1992 minimum flow standards for plumbing fixtures were adopted by the federal government (National Energy and Policy Conservation Act).
- 1.j. Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.
- The Board of County Commissioners approved a tiered rate structure of County Commissioners on November 21, 2019 (Appendix C).

- LCUD does not anticipate any further water conservation savings due to a change in the rate structure.

1.j. Watering restrictions based on the time of day and the day of the week.

- Lyon County adopted water-use regulations (Lyon County Code, 9.03.16) to promote water conservation during emergency and non-emergency situations. (Appendix B).

2. In addition to the requirements of subsection 1, a plan of water conservation submitted to the State for review by a supplier of water providing service for 500 or more connections must include provisions relating to:

2.a. Measures to evaluate the effectiveness of the Plan.

- LCUD completed a water loss audit according to NRS 540.145(a) and used the software program's performance indicators to evaluate different aspects of the water system (Appendix D).

2.b. For each conservation measure specified in the Plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the Plan stated in terms of gallons of water saved annually.

- As defined in section 9.03.16 in the Lyon County Code, the three (3) levels of conservation are (1) Routine Conservation, (2) Moderate Conservation, and (3) Strict Conservation.
- LCUD estimates that the Routine Conservation level conserves about 10% of the annual production each year (100 million gallons saved annually).
- LCUD estimates that the Moderate Conservation level would conserve an additional 5% of the annual production.
- LCUD estimates that the Strict Conservation level would conserve an additional 5% of the annual production.

3. List of Appendices

Appendix A. NRS Chapter 540 – Planning and Development of Water Resources

Appendix B. Lyon County Ordinance 9.03.16, Water Conservation Required

Appendix C. Approved Water and Sewer Rate Structure

Appendix D. Water Loss Audit for Calendar Year 2025

Appendix A

NRS Chapter 540 - Planning and Development of Water Resources

CHAPTER 540 - PLANNING AND DEVELOPMENT OF WATER RESOURCES

GENERAL PROVISIONS

[NRS 540.011](#) Legislative declaration.
[NRS 540.021](#) Definitions.

WATER PLANNING SECTION OF DIVISION OF WATER RESOURCES

[NRS 540.031](#) Creation.
[NRS 540.036](#) Composition; appointment and classification of Chief.
[NRS 540.041](#) Chief: Qualifications; duties; employment of staff.
[NRS 540.051](#) Duties.

REPORTING OF APPROVED PROJECTS

[NRS 540.061](#) Statement of legislative intent relating to reporting of projects to Chief.
[NRS 540.071](#) "Project" defined.
[NRS 540.081](#) Applicability of [NRS 540.061](#) to [540.091](#), inclusive.
[NRS 540.091](#) Reports of approved projects: Contents; filing; deposit of fees.

WATER CONSERVATION

[NRS 540.121](#) "Supplier of water" defined.
[NRS 540.131](#) Plan of water conservation: Procedure for adoption and updating of plan; review of plan by Section; joint plans permitted by certain suppliers; duties of local governing body.
[NRS 540.141](#) Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective through December 31, 2019.]
[NRS 540.141](#) Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective January 1, 2020.]
[NRS 540.145](#) Requirements for supplier of water to calculate water loss. [Effective January 1, 2020.]
[NRS 540.151](#) Supplier of water required to adopt plan to provide certain incentives; procedure for adoption of plan; adoption of joint plans permitted.

GENERAL PROVISIONS

NRS 540.011 Legislative declaration.

1. The Legislature determines that it is the policy of the State of Nevada to continue to recognize the critical nature of the State's limited water resources. It is acknowledged that many of the State's surface water resources are committed to existing uses, under existing water rights, and that in many areas of the State the available groundwater supplies have been appropriated for current uses. It is the policy of the State of Nevada to recognize and provide for the protection of these existing water rights. It is the policy of the State to encourage efficient and nonwasteful use of these limited supplies. It is also the policy of the State to encourage suppliers of water to establish prices for the use of water that maximize water conservation with due consideration to the essential service needs of customers and the economic burdens on businesses, public services and low-income households.
2. The Legislature further recognizes the relationship between the critical nature of the State's limited water resources and the increasing demands placed on these resources as the population of the State continues to grow.
3. The Legislature further recognizes the relationship between the quantity of water and the quality of water, and the necessity to consider both factors simultaneously when planning the uses of water.
4. The Legislature further recognizes the important role of water resource planning and that such planning must be based upon identifying current and future needs for water. The Legislature determines that the purpose of

the State's water resource planning is to assist the State, its local governments and its citizens in developing effective plans for the use of water.

(Added to NRS by [1977, 1170](#); A [1991, 173](#); [1995, 2499](#); [2007, 1252](#))

NRS 540.021 Definitions. As used in this chapter:

1. "Chief" means the Chief of the Section.
2. "Department" means the State Department of Conservation and Natural Resources.
3. "Division" means the Division of Water Resources of the Department.
4. "Section" means the Water Planning Section of the Division.

(Added to NRS by [1977, 1170](#); A [2005, 2566](#))

WATER PLANNING SECTION OF DIVISION OF WATER RESOURCES

NRS 540.031 Creation. The Water Planning Section of the Division is hereby created.

(Added to NRS by [1977, 1170](#); A [1989, 1238](#); [2005, 2566](#))

NRS 540.036 Composition; appointment and classification of Chief.

1. The Section consists of the Chief and any other necessary personnel.
2. The Chief is appointed by the State Engineer and is in the unclassified service of the State.

(Added to NRS by [2005, 2566](#))

NRS 540.041 Chief: Qualifications; duties; employment of staff.

1. The Chief:
 - (a) Must be selected with special reference to his or her training, experience, capability and interest in the field of water resource planning.
 - (b) Shall coordinate the activities of the Section.
2. The Chief is responsible for the administration of all provisions of law relating to the functions of the Section.
3. The Chief, with the approval of the State Engineer, may employ, within the limits of legislative appropriations, such staff as is necessary to the performance of his or her duties.

(Added to NRS by [1977, 1170](#); A [1985, 437](#); [1995, 2316](#); [1999, 1087](#); [2005, 2566](#); [2013, 1631](#))

NRS 540.051 Duties. The Section shall:

1. Include in its planning:
 - (a) Recognition and protection of existing water rights consistent with [chapters 533 and 534](#) of NRS; and
 - (b) Consideration of the factors relating to the quality of water in this State and the importance of considering the issues of quantity and quality simultaneously, but the State Environmental Commission and Division of Environmental Protection of the Department retain full responsibility for the management of water quality.
2. Suggest to the Legislature changes in water policy which may be necessary to meet new requirements of law or of the people of the State.
3. Assist the State Engineer in dealings with the Federal Government and other states, but the State Engineer is solely responsible for the allocation of water resources and litigation.
4. Review local and federal documents regarding water planning that are relevant to the use of water in Nevada, including, without limitation, local water and resource plans. Reviews conducted pursuant to this subsection must consider, without limitation:
 - (a) The accuracy of information relating to water use and water planning;
 - (b) Compliance with the water law of this State; and
 - (c) General advice relating to water planning.
5. Compile and update summarized data relating to hydrographic basins to support decisions that the State Engineer makes regarding such basins, and provide summarized information regarding such basins to the public. The Section shall cause to be generated and updated a summary for each hydrographic basin to show critical information regarding that basin, including, without limitation:
 - (a) Whether the basin is designated;
 - (b) All appurtenant or associated studies related to the availability of water;
 - (c) Rulings and orders affecting new appropriations of water;
 - (d) The availability of crop and pumpage inventories;
 - (e) The availability of data regarding water levels; and
 - (f) Current commitments of water from the basin that are attributable to existing water rights.

↪ The information described in this subsection must, insofar as practicable, be provided in an electronic format and made available on the website of the State Engineer on the Internet or its successor.
6. Upon request, provide technical assistance to the Board for Financing Water Projects created by [NRS 349.957](#), including, without limitation, the review of letters of intent and applications for grants.
7. Promote water conservation by:
 - (a) Consulting with suppliers of water concerning:
 - (1) Community water conservation plans; and
 - (2) The content and scope of water plans; and

- (b) Reviewing plans for compliance with the applicable provisions of [NRS 540.121](#) to [540.151](#), inclusive.
 - 8. Assist federal, state and local governments and the general public in obtaining information regarding water planning, the availability of water and issues relating to water rights.
 - 9. Support activities in response to drought as provided for under the drought plan established for the State.
 - 10. Administer the statewide program established for the management of floodplains.
 - 11. Upon request, provide updates to local governments on water issues relevant to this State, changes in policy and the availability of new information concerning water resources.
- (Added to NRS by [1977, 1170](#); A [1987, 2280](#); [1991, 173](#); [1993, 1703](#); [1995, 2499](#); [2005, 2566](#))

REPORTING OF APPROVED PROJECTS

NRS 540.061 Statement of legislative intent relating to reporting of projects to Chief. It is the intent of the Legislature, in accordance with the state policy set forth in [NRS 540.011](#), to provide for the reporting of all projects to the Chief to ensure effective coordination by the State in its effort to plan water use.

(Added to NRS by [1989, 1236](#); A [2005, 2568](#))

NRS 540.071 "Project" defined. As used in [NRS 540.061](#) to [540.091](#), inclusive, unless the context otherwise requires, "project" means any development, including new construction and expansion or modification of existing development, that requires the use of 5 acre-feet or more of water per year and requires the approval of an officer or agency of a local government.

(Added to NRS by [1989, 1236](#))

NRS 540.081 Applicability of [NRS 540.061](#) to [540.091](#), inclusive. [NRS 540.061](#) to [540.091](#), inclusive, do not apply to:

1. A publicly owned project;
 2. A subdivision as defined in [NRS 278.320](#);
 3. A parcel map subject to the provisions of [NRS 278.461](#) to [278.469](#), inclusive;
 4. A division of land pursuant to [NRS 278.471](#) to [278.475](#), inclusive; or
 5. A planned unit development pursuant to [chapter 278A](#) of NRS.
- (Added to NRS by [1989, 1236](#); A [1993, 2585](#))

NRS 540.091 Reports of approved projects: Contents; filing; deposit of fees.

1. A local governmental officer or agency that is required to approve a project shall file a report of each project the officer or agency approves on a form provided by the Chief.
 2. Each report of an approved project must include:
 - (a) The name and mailing address of the owner or developer of the project;
 - (b) A legal description of the location of the project;
 - (c) A description of the project, including a summary of the amount of water required annually for the project;
 - (d) A statement concerning how the water will be supplied; and
 - (e) If the water is self-supplied, the source of the water and identification of the water rights.
 3. A local governmental officer or agency may require the owner or developer of an approved project to fill out the report.
 4. The local governmental officer or agency shall file all reports for projects approved during a quarter of a calendar year on or before 15 days after the last day of the quarter. The local governmental officer or agency shall submit a fee with each report in the amount of \$75 plus 50 cents per acre-foot of water, or fraction thereof, required by the project. The local governmental officer or agency shall collect the fee from the owner or developer of the project, plus an additional administrative fee of \$10 which may be retained by the local government.
 5. The Chief shall deposit all fees received pursuant to this section with the State Treasurer for credit to the State General Fund.
- (Added to NRS by [1989, 1236](#); A [1989, 2094](#); [2005, 2568](#))

WATER CONSERVATION

NRS 540.121 "Supplier of water" defined. As used in [NRS 540.121](#) to [540.151](#), inclusive, "supplier of water" includes, but is not limited to:

1. Any county, city, town, local improvement district, general improvement district and water conservancy district;
 2. Any water district, water system, water project or water planning and advisory board created by a special act of the Legislature; and
 3. Any other public or private entity,
 - ↳ that supplies water for municipal, industrial or domestic purposes. The term does not include a public utility required to adopt a plan of water conservation pursuant to [NRS 704.662](#).
- (Added to NRS by [1991, 520](#); A [2019, 2098](#))

NRS 540.131 Plan of water conservation: Procedure for adoption and updating of plan; review of plan by Section; joint plans permitted by certain suppliers; duties of local governing body.

1. Except as otherwise provided in subsection 5, each supplier of water which supplies water for municipal, industrial or domestic purposes shall, on or before July 1, 1992, adopt a plan of water conservation based on the climate and the living conditions of its service area in accordance with the provisions of [NRS 540.141](#), and shall update the plan pursuant to paragraph (c) of subsection 4. The provisions of the plan must apply only to the supplier's property and its customers. The supplier of water shall submit the plan to the Section for review by the Section pursuant to subsection 3.

2. As part of the procedure of adopting a plan, the supplier of water shall provide an opportunity for any interested person, including, but not limited to, any private or public entity that supplies water for municipal, industrial or domestic purposes, to submit written views and recommendations on the plan.

3. The plan must be reviewed by the Section within 120 days after its submission and approved for compliance with this section and [NRS 540.141](#) before it is adopted by the supplier of water.

4. The plan:

(a) Must be available for inspection by members of the public during office hours at the offices of the supplier of water;

(b) May be revised from time to time to reflect the changing needs and conditions of the service area. Each such revision must be made available for inspection by members of the public; and

(c) Must be updated every 5 years and comply with the requirements of this section and [NRS 540.141](#).

5. Suppliers of water:

(a) Who are required to adopt a plan of water conservation pursuant to this section; and

(b) Whose service areas are located in a common geographical area, may adopt joint plans of water conservation based on the climate and living conditions of that common geographical area. Such a plan must comply with the requirements of this section and [NRS 540.141](#).

6. The board of county commissioners of a county, the governing body of a city and the town board or board of county commissioners having jurisdiction of the affairs of a town shall:

(a) Adopt any ordinances necessary to carry out a plan of water conservation adopted pursuant to this section which applies to property within its jurisdiction;

(b) Establish a schedule of fines for the violation of any ordinances adopted pursuant to this subsection; and

(c) Hire such employees as it deems necessary to enforce the provisions of any ordinances it adopts pursuant to this subsection.

(Added to NRS by [1991, 520](#); [A 2005, 2570](#); [2007, 1253](#); [2017, 3524](#))

NRS 540.141 Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective through December 31, 2019.]

1. A plan or joint plan of water conservation submitted to the Section for review must include provisions relating to:

(a) Methods of public education to:

(1) Increase public awareness of the limited supply of water in this State and the need to conserve water.

(2) Encourage reduction in the size of lawns and encourage the use of plants that are adapted to arid and semiarid climates.

(b) Specific conservation measures required to meet the needs of the service area, including, but not limited to, any conservation measures required by law.

(c) The management of water to:

(1) Identify and reduce leakage in water supplies, inaccuracies in water meters and high pressure in water supplies; and

(2) Where applicable, increase the reuse of effluent.

(d) A contingency plan for drought conditions that ensures a supply of potable water.

(e) A schedule for carrying out the plan or joint plan.

(f) A plan for how the supplier of water will progress towards the installation of meters on all connections.

(g) Standards for water efficiency for new development.

(h) Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.

(i) Watering restrictions based on the time of day and the day of the week.

2. In addition to the requirements of subsection 1, a plan or joint plan of water conservation submitted to the Section for review by a supplier of water providing service for 500 or more connections must include provisions relating to:

(a) Measures to evaluate the effectiveness of the plan or joint plan.

(b) For each conservation measure specified in the plan or joint plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the plan or joint plan, stated in terms of gallons of water saved annually.

3. The Section shall review any plan or joint plan submitted to it within 120 days after its submission and approve the plan if it is based on the climate and living conditions of the service area and complies with the requirements of this section.

4. The Chief may exempt wholesale water purveyors from the provisions of this section which do not reasonably apply to wholesale supply.

5. To the extent practicable, the State Engineer shall provide on the Internet website of the State Engineer a link to the plans and joint plans that are submitted for review. In carrying out the provisions of this subsection, the State Engineer is not responsible for ensuring, and is not liable for failing to ensure, that the plans and joint plans which are provided on the Internet website are accurate and current.

(Added to NRS by 1991, 521; A 2005, 2571; 2007, 1254; 2017, 3524)

NRS 540.141 Required provisions of plan or joint plan of water conservation; review by Section; posting of plans and joint plans on Internet website. [Effective January 1, 2020.]

1. A plan or joint plan of water conservation submitted to the Section for review must include provisions relating to:

(a) Methods of public education to:

(1) Increase public awareness of the limited supply of water in this State and the need to conserve water.

(2) Encourage reduction in the size of lawns and encourage the use of plants that are adapted to arid and semiarid climates.

(b) Specific conservation measures required to meet the needs of the service area, including, but not limited to, any conservation measures required by law.

(c) The management of water to identify and reduce water loss in water supplies, inaccuracies in water meters and high pressure in water supplies, which must include, without limitation:

(1) Goals for acceptable levels of water loss in water supplies. Such goals may use the following performance indicators and analyses, without limitation:

(I) Infrastructure water loss index;

(II) Water audit data validity score;

(III) Operational basic apparent losses;

(IV) Operational basic real losses; and

(V) Economic level of water loss.

(2) A plan which analyzes how the supplier of water will progress towards the goals established for the acceptable levels of water loss.

(d) The management of water to, where applicable, increase the reuse of effluent.

(e) A contingency plan for drought conditions that ensures a supply of potable water.

(f) A schedule for carrying out the plan or joint plan.

(g) A plan for how the supplier of water will progress towards the installation of meters on all connections.

(h) Standards for water efficiency for new development.

(i) Tiered rate structures for the pricing of water to promote the conservation of water, including, without limitation, an estimate of the manner in which the tiered rate structure will impact the consumptive use of water.

(j) Watering restrictions based on the time of day and the day of the week.

2. In addition to the requirements of subsection 1, a plan or joint plan of water conservation submitted to the Section for review by a supplier of water providing service for 500 or more connections must include provisions relating to:

(a) Measures to evaluate the effectiveness of the plan or joint plan.

(b) For each conservation measure specified in the plan or joint plan, an estimate of the amount of water that will be conserved each year as a result of the adoption of the plan or joint plan, stated in terms of gallons of water saved annually.

3. The Section shall review any plan or joint plan submitted to it within 120 days after its submission and approve the plan if it is based on the climate and living conditions of the service area and complies with the requirements of this section.

4. The Chief may exempt wholesale water purveyors from the provisions of this section which do not reasonably apply to wholesale supply.

5. To the extent practicable, the State Engineer shall provide on the Internet website of the State Engineer a link to the plans and joint plans that are submitted for review. In carrying out the provisions of this subsection, the State Engineer is not responsible for ensuring, and is not liable for failing to ensure, that the plans and joint plans which are provided on the Internet website are accurate and current.

(Added to NRS by 1991, 521; A 2005, 2571; 2007, 1254; 2017, 3524; 2019, 2099, effective January 1, 2020)

NRS 540.145 Requirements for supplier of water to calculate water loss. [Effective January 1, 2020.]

1. Except as otherwise provided in subsection 4, each supplier of water that is required to adopt or update a plan of water conservation in accordance with the provisions of NRS 540.131 and:

(a) Serves 3,300 persons or more must conduct a water loss audit in accordance with the methodology and software of the American Water Works Association for water loss auditing. The results of the water loss audit must be submitted by the supplier of water to the Section with the plan of water conservation or update to the plan of water conservation, as applicable.

(b) Serves less than 3,300 persons must calculate the amount of water delivered by the supplier of water and the amount of water that was billed to customers of the supplier of water for each year. The calculations must be submitted by the supplier of water to the Section with the plan for water conservation or update to the plan of water conservation, as applicable.

2. If the supplier of water has previously submitted the results of a water loss audit to the Section pursuant to paragraph (a) of subsection 1, and is submitting an update to the plan of water conservation, the supplier must

also submit to the Section:

- (a) A comparison between the results of the new water loss audit and the previous water loss audit; and
- (b) An analysis of any progress made by the supplier towards the goals for acceptable water loss established in the plan for water conservation pursuant to paragraph (c) of subsection 1 of NRS 540.141.

3. If the supplier of water has previously submitted the results of the calculations conducted pursuant to paragraph (b) of subsection 1 to the Section, and is submitting an update to the plan of water conservation, the supplier must also submit to the Section:

- (a) A comparison between the results of the new calculations and the previous calculations; and
- (b) An analysis of any progress made by the supplier towards the goals for acceptable water loss established in the plan for water conservation pursuant to paragraph (c) of subsection 1 of NRS 540.141.

4. The provisions of this section do not apply to a transient water system as defined in NRS 445A.848.
(Added to NRS by 2019, 2098, effective January 1, 2020)

NRS 540.151 Supplier of water required to adopt plan to provide certain incentives; procedure for adoption of plan; adoption of joint plans permitted.

1. Except as otherwise provided in subsection 5, each supplier of water which supplies water for municipal, industrial or domestic purposes shall adopt a plan to provide incentives:

- (a) To encourage water conservation in its service area;
- (b) To retrofit existing structures with plumbing fixtures designed to conserve the use of water; and
- (c) For the installation of landscaping that uses a minimal amount of water.

↪ The supplier of water may request assistance from the Section to develop its plan.

2. As part of the procedure of adopting a plan, the supplier of water shall provide an opportunity for any interested person to submit written views and recommendations on the plan.

3. The supplier of water shall file a copy of the plan with the Section for informational purposes.

4. The plan:

(a) Must be available for inspection by members of the public during office hours at the offices of the supplier of water; and

(b) May be revised from time to time to reflect the changing needs and conditions of the service area. Each such revision must be made available for inspection by members of the public.

5. Suppliers of water:

- (a) Who are required to adopt a plan for incentives pursuant to this section; and
 - (b) Whose service areas are located in a common geographical area,
- ↪ may adopt joint plans.

(Added to NRS by 1991, 522; A 2005, 2571)

Appendix B

Lyon County Ordinance 9.03.16 Water Conservation Required

9.03.16: WATER CONSERVATION REQUIRED:

When in the opinion of the board of commissioners circumstances require water conservation by LCUD customers, the board of commissioners may impose one or more of the following conditions after consideration of those circumstances at a regular public hearing after notice to the customers as provided for in Nevada law or at an emergency meeting conducted by the board.

Routine conservation does not require special board action and is observed annually from June 1 through October 1 of each year.

A. Routine Conservation:

1. Restrict watering to odd and even days depending on service address. There is no restriction to hand watering or washing cars using hoses with self-closing nozzles.
 - a. Watering is not allowed between the hours of ten o'clock (10:00) A.M. and six o'clock (6:00) P.M.
 - b. No outside watering on the thirty first day of a month.
 - c. No outside watering when it is windy.
2. Exempted from this section are the following:
 - a. Nevada licensed commercial gardeners or caretakers who are on the premises at the time watering is taking place;
 - b. Vegetable gardens, flowerbeds, trees within two (2) months of planting;
 - c. New lawns including sod, for twenty one (21) days from planting or installation date, that have been planted prior to June 15 or after August 15;
 - d. Complexes that file for and receive approval of an irrigation plan.
 - e. Residential customers adjusting and repairing their irrigation system during the nonwatering times for a not to exceed time frame of one hour.
 - f. Special exemptions from this section may be granted by the utilities director or his/her designee on a case by case basis based on a determination that the special request shall not be detrimental to the public water system or supply. A customer requesting an exemption must submit a written request to LCUD.
3. No excess water running down impervious surfaces or on to other property that may cause damage or as described in subsection 9.03.07B of this chapter.

B. Moderate Conservation:

1. All items under subsection A, "Routine Conservation", of this section.
2. Restrict landscape irrigation to more restrictive schedule such as no watering on Mondays or watering only twice a week.
3. Limit use of water from fire hydrants to actual firefighting use.
4. Prohibit wash down of driveways, sidewalks, parking lots and other impervious surfaces.

C. Strict Conservation:

1. All items under subsection B, "Moderate Conservation", of this section.
2. No landscape or lawn irrigation under any circumstances.
3. No new lawn or landscape installation.
4. No wash down of automobiles, trucks, vans or other motorized equipment except at commercial washing facilities that recycle wash water.
5. Impose an excess consumption charge of three hundred percent (300%) of the existing rate per one thousand (1,000) gallons for water use in excess of one hundred fifty percent (150%) of the base amount. The director may make arrangements on a case by case basis but must report the arrangements to the board through the county manager.

D. Circumstances Under Which Moderate Or Strict Conservation May Be Required: The board of commissioners, upon its findings that one or more of the following emergency conditions are present, may impose moderate or strict conservation measures:

1. Water scarcity condition exists or is likely to exist.
2. Failure of water production, storage or distribution system(s).
3. Demand for service in excess of LCUD's authorized water rights.
4. Order of any agency of the federal, state or local government having jurisdiction in such matters.
5. Any other condition that may require such action.

E. Penalties: As a condition of service, any person who violates any of the provisions of subsection 9.03.07B of this chapter, subsections A, B and C of this section, will be assessed as follows:

1. For the first offense, issuance of a verbal warning;
2. For the second offense, issuance of a written warning both posted and mailed;
3. For the third through seventh offense, a fee assessment established by the board;
4. For the eighth offense and subsequent offenses, the installation of a flow restriction device and a service fee on a time and materials basis to cover the installation cost.

Fee assessments shall be added to the owner's or agent's monthly utility bill. Owners or agents shall be notified of the fee assessment through certified mail within seven (7) days of the observed violation. Protests shall be handled as provided for in subsections 9.03.01K through M and 9.03.09G of this chapter. (Ord. 504, 1-18-2007)

Appendix C

Approved Water and Sewer Rate Structure

RESOLUTION NO. 19-22

**A RESOLUTION ADOPTING WATER AND SEWER RATES
FOR THE DAYTON WATER FUND AND DAYTON SEWER FUND FOR ALL
CUSTOMERS WITHIN THE DAYTON SERVICE AREA**

WHEREAS, Lyon County has the authority to own, operate and maintain water and sewer system improvements pursuant to Nevada Revised Statutes (NRS) 244.157 and 318.144; and

WHEREAS, the Dayton Water Fund and Dayton Sewer Fund are operated as independent enterprise funds as defined in NRS 354.517; and

WHEREAS, in accordance with the Lyon County Code, Sections 9.03.09.Q and 9.05.13.I and 9.05.13.K, the Board of County Commissioners (Board) establishes the water and sewer rates that apply to all customers; and

WHEREAS, Lyon County hired Farr West Engineering to conduct a water and sewer rate study, and Farr West considered the necessary maintenance and improvements needed to operate the system without requiring the existing customers to pay the costs for expansion of the facilities to serve new development; and, Farr West determined the rates necessary to maintain and operate the system and further determined that the existing rate structure does not support those expenses; and

WHEREAS, the Board has determined that it would be beneficial to modify the monthly water and sewer user rates to ensure that Lyon County Utilities has sufficient resources to maintain and operate the water and sewer utilities in Dayton so that the customers can receive adequate service in the future; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Lyon County Commissioners:

1. Effective January 1, 2020, the following user water and sewer rate schedules for the Dayton Water Fund and Dayton Sewer Fund shall apply:

Dayton Water Fund:

Customer Class and Meter Size	Current Monthly Rate	Monthly Rates					
		Jan 1, 2020 ⁽¹⁾	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Percent Increase		2.50%	2.50%	2.50%	2.50%	2.50%	2.50%
Residential Customers (First 5,000 Gallons)							
3/4" Meter	\$ 26.02	\$ 26.67	\$ 27.34	\$ 28.02	\$ 28.72	\$ 29.44	\$ 30.18
Low Income Single Family	\$ 17.44	\$ 17.88	\$ 18.33	\$ 18.79	\$ 19.26	\$ 19.74	\$ 20.23
Commercial and Industrial Customers (First 5,000 Gallons) ⁽²⁾							
3/4" Meter	\$ 26.02	\$ 26.67	\$ 27.34	\$ 28.02	\$ 28.72	\$ 29.44	\$ 30.18
1" Meter	\$ 35.27	\$ 36.13	\$ 37.05	\$ 37.98	\$ 38.93	\$ 39.90	\$ 40.90
1-1/2" Meter	\$ 50.61	\$ 51.88	\$ 53.18	\$ 54.51	\$ 55.87	\$ 57.27	\$ 58.70
2" Meter	\$ 69.03	\$ 70.76	\$ 72.53	\$ 74.34	\$ 76.20	\$ 78.11	\$ 80.06
3" Meter	\$ 118.14	\$ 121.09	\$ 124.12	\$ 127.22	\$ 130.40	\$ 133.66	\$ 137.00
4" Meter	\$ 173.39	\$ 177.72	\$ 182.16	\$ 186.71	\$ 191.38	\$ 196.16	\$ 201.06
6" Meter	\$ 197.88	\$ 202.83	\$ 207.90	\$ 213.10	\$ 218.43	\$ 223.89	\$ 229.49
8" Meter	\$ 249.95	\$ 256.20	\$ 262.61	\$ 269.18	\$ 275.91	\$ 282.81	\$ 289.88
Each Additional 1,000 Gallons for All Customers	\$ 3.20	\$ 3.28	\$ 3.36	\$ 3.44	\$ 3.53	\$ 3.62	\$ 3.71
Source Water Fee	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00	\$ 1.00

Note:

(1) Mid-year increase to be implemented January 1, 2020

(2) Includes irrigation customers

Dayton Sewer Fund:

Customer Class and Meter Size	Current Monthly Rate	Monthly Rates					
		Jan 1, 2020 ⁽¹⁾	July 1, 2020	July 1, 2021	July 1, 2022	July 1, 2023	July 1, 2024
Percent Increase		7.55%	7.55%	7.55%	7.55%	7.55%	7.55%
Residential Customers							
Single Family Residential	\$ 58.94	\$ 63.39	\$ 68.18	\$ 73.33	\$ 78.87	\$ 84.82	\$ 91.22
Multi-Family Residential ⁽²⁾	\$ 53.70	\$ 57.75	\$ 62.11	\$ 66.80	\$ 71.84	\$ 77.26	\$ 83.09
Low Income Single Family	\$ 39.81	\$ 42.82	\$ 46.05	\$ 49.53	\$ 53.27	\$ 57.29	\$ 61.62
Commercial and Industrial Customers							
Base Rate	\$ 24.18	\$ 26.01	\$ 27.97	\$ 30.08	\$ 32.35	\$ 34.79	\$ 37.42
Commodity Rate ⁽³⁾	\$ 4.33	\$ 4.66	\$ 5.01	\$ 5.39	\$ 5.80	\$ 6.24	\$ 6.71

Notes:

(1) Mid-year increase to be implemented January 1, 2020

(2) Multiplied by the number of living units

(3) Rate for each 1,000 gallons of water used

PASSED, APPROVED AND ADOPTED this 21st day of November, 2019 by the following vote of the Lyon County Board of Commissioners:

AYES: Dini, Keller, Mortensen

NAYES: Gray, Hastings

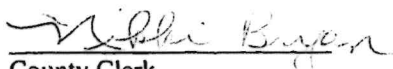
ABSENT:

ABSTENTIONS:

LYON COUNTY
BOARD OF COMMISSIONERS

Attest:


By: Chairman


County Clerk

Appendix D

Water Loss Audit For Calendar Year 2025



AWWA Free Water Audit Software v6.0

1/24/25 v6.0

This spreadsheet-based water audit tool is designed to help quantify and track water losses associated with water distribution systems and identify areas for improved efficiency and cost recovery. It provides a "top-down" summary water audit format and is not meant to take the place of a full-scale, comprehensive water audit format. Auditors are strongly encouraged to refer to the most current edition of AWWA M36 Manual for Water Audits for detailed guidance on the water auditing process and targeting loss reduction levels. This tool contains several separate worksheets. Sheets can be accessed using the tabs at the bottom of the screen, or by clicking the TOC links below.

Table of Contents (TOC)

- Start Page** The current sheet. Enter contact information and basic audit details.
- Worksheet** Enter the required data on this worksheet to calculate the water balance and data grading.
- Interactive Data Grading** Answer questions about operational practices for each audit input, and the data validity grades will automatically populate.
- Dashboard** Review NRW components, performance indicators and graphical outputs to evaluate the results of the audit.
- Notes** Enter notes to explain how values were calculated, document data sources, and related information about data management practices.
- Blank Sheet** By popular demand! A blank sheet. The world is your canvas.
- Water Balance** The values entered in the Worksheet automatically populate the Water Balance.
- Loss Control** Use this sheet to interpret the results of the audit validity planning score and performance indicators.
- Definitions** Use this sheet to understand the terms used in the audit process.
- Service Connection Diagram** Diagrams depicting possible customer service connection line configurations.
- Acknowledge- Acknowledgements** for development of the AWWA Free Water Audit Software v6.0.
- AWWA Web Resources for Water Loss Control**
<https://www.awwa.org/Resources-Tools/Resource-Topics/Water-Loss-Control>
 Items referenced in the Free Water Audit Software v6.0 on the web:
 Data Grading Matrix v6.0
 Example Water Audit v6.0
 Water Audit Compiler v6.0
 AWWA Reports on Performance Indicators
 M36 Manual

If you have questions or comments regarding this software please contact us at: wic@awwa.org

Enter Basic Information

Name of Utility:	Lyon Co Utilities - Dayton Valley Water
Name of Contact Person:	Chris Hoffer
Email:	choffcr@lyon-county.org
Telephone Ext.:	(775)246-6220 ext. 8
City/Town/Municipality:	Dayton
State / Province:	Nevada (NV)
Country:	US
Audit Preparation Date:	Jan 20 2026
Audit Year:	2025
Audit Year Label:	Calendar (Fiscal, Calendar, etc)
Audit Period Start Date:	Jan 01 2025
Audit Period End Date:	Dec 31 2025
Volume Reporting Units:	Million gallons (US)
Water System Structure:	Retail
Water Type:	Potable Water
System ID Number:	NV0000032
Validator Name/ID:	n/a
Validator Email:	n/a
Estimated Total Population Served by Water Utility:	16,000

Key of Input Acronyms

In order of appearance in the Worksheet

- VOS** Volume from Own Sources
- VOSEA** VOS Error Adjustment
- WI** Water Imported
- WIEA** WI Error Adjustment
- WE** Water Exported
- WEEA** WE Error Adjustment
- BMAC** Billed Metered Authorized Consumption
- BUAC** Billed Unmetered Authorized Consumption
- UMAC** Unbilled Metered Authorized Consumption
- UUAAC** Unbilled Unmetered Authorized Consumption
- SDHE** Systematic Data Handling Errors
- CMI** Customer Metering Inaccuracies
- UC** Unauthorized Consumption
- Lm** Length of mains
- Nc** Number of service connections
- Lp** Average length of (private) customer service line
- AOP** Average Operating Pressure
- CRUC** Customer Retail Unit Charge
- VPC** Variable Production Cost

Color Key

User input

Calculated

Optional default

Guidance for the Worksheet

Choosing to enter unit of percent or volume (applies to VOSEA, WIEA, WEEA, CMI)

Choose entry option:

1.00%	percent	or	25,000	volume
-------	---------	----	--------	--------

Choosing to enter default or custom input (applies to UUAAC, SDHE, UC)

Choose entry option:

0.25%	default	or	75,000	custom
-------	---------	----	--------	--------

Guidance for the Interactive Data Grading

Use acronym buttons in IDG header to navigate among inputs. Acronym Key above. While = needs answers, orange = complete, clear = not required. Example below.

VOS	VOSEA	WI	WIEA	WE	WEEA	BMAC	BUAC	UMAC	UUAAC
SDHE	CMI	UC	Lm	Nc	Lp	AOP	CRUC	VPC	

After clicking an acronym button, answer all visible questions in the order they're presented, choosing best-fit answer

Grade will populate when all visible questions are complete for an input

7

The limiting criteria will be labeled along the right. If only 1 limiting criterion is shown, improving on that criterion will achieve a higher data grade. If multiple limiting criteria are shown, improving on each limiting criterion is necessary to achieve a higher data grade. A complete inventory of data grading criteria is available in the Data Grading Matrix v6.0 (see web resources)



AWWA Free Water Audit Software
Copyright © 2020 AWWA
FWAS v6.0

Water Audit Report for: Lyon Co Utilities - Dayton Valley Water

Audit Year: 2025 Calendar Jan 01 2025 - Dec 31 2025

AWWA Free Water Audit Software: Dashboard

[go to worksheet](#)

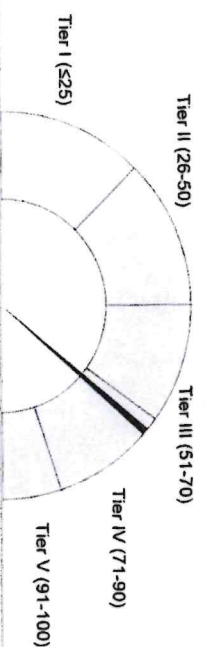
[go to grading](#)

[go to references](#)

Data Validity

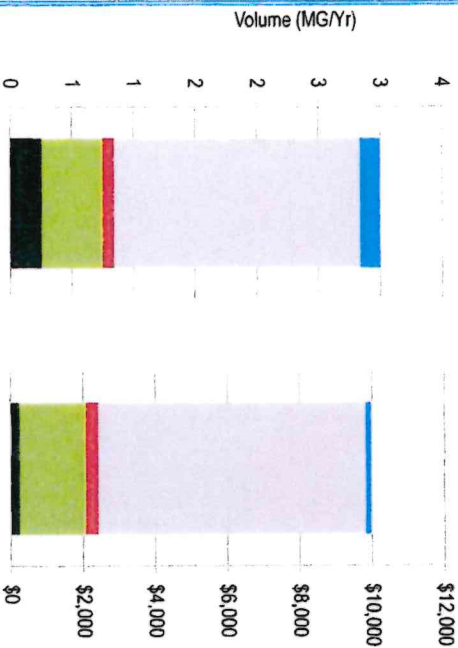
Data Validity Score: **72** Data Validity Tier: **Tier IV (71-90)**

See Loss Control Planning for Tier Details



NRW Components Summary

Total Volume of NRW = 3 MG/yr Total Cost of NRW = \$9,972/yr



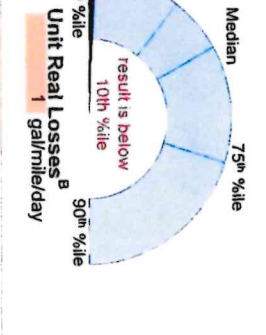
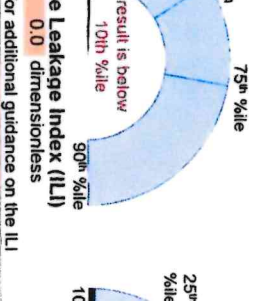
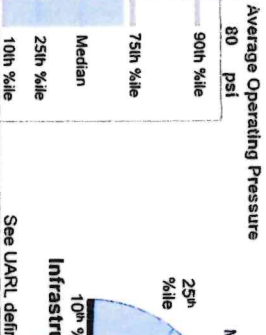
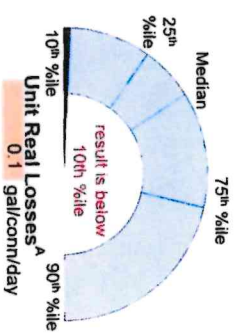
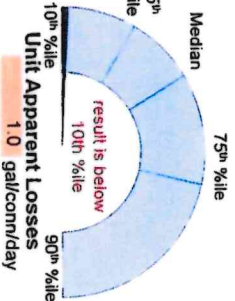
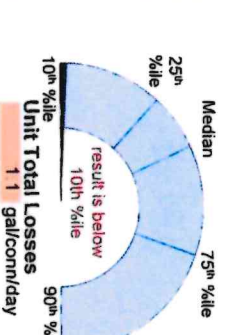
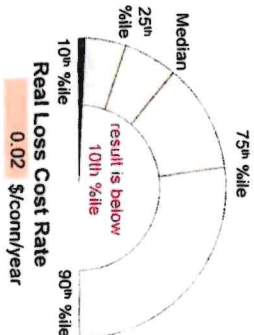
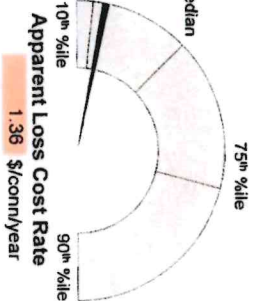
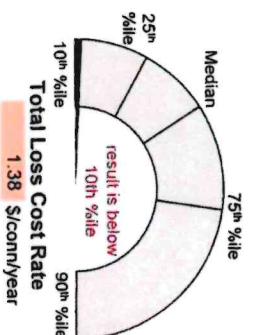
Volume	Value	Basis of Valuation
MG/yr	\$/yr	
Real Losses	2.6	CRUC
Systematic Data Handling Errors	0.2	VPC
Customer Metering Inaccuracies	0.3	VPC
Unauthorized Consumption	0.3	Blended
Unbilled Metered Authorized Cons	3.0	
Unbilled Authorized Cons		
Non-Revenue Water		

Actual KPI result

Key Performance Indicators

gauge %iles per validated industry ranges²

Target (see Worksheet)



See UARL definition for additional guidance on the ILI

(UARL) Unavoidable Annual Real Losses

87.9 MG/yr 34.0 gal/conn/day

Guidance Information for Key Performance Indicators

- The eight indicators shown are the recommended suite per the AWWA Water Loss Control Committee 2020 Position on KPIs¹. A suite of KPIs is necessary, as no single KPI can holistically communicate water loss performance for a given water system. See Table 1 below for Uses and Limitations for each KPI, excerpted from the AWWA Water Loss Control Committee Report (2020)¹, with naming conventions updated.
- Percentiles (%iles) shown on KPI gauges come from Level 1 validated data in the AWWA WLC Reference Water Audit Dataset (2020)².
- KPI %iles shown above are not segregated by cohorts. Limited
- KPI data by cohorts may be found in WRF 4695 Guidance Manual, Appendix B (2019)³.
- Actual KPI results that fall below 10th %ile or above 90th %ile do not necessarily imply error, but should be viewed with scrutiny. Percentiles not intended to imply targets. Targets may be input by user for operational KPIs, if desired, on Worksheet.
- See UARL and ILI in Definitions tab for discussion of size and pressure limitations.
- Systems that fall on the extreme ends of size or connection density should use caution when interpreting Unit Losses KPIs.

Table 1
 Source: AWWA Water Loss Control Committee Report (2020), with naming conventions updated

2020 AWWA Water Audit Method – Water Audit Outputs and Key Performance Indicators: Uses and Limitations

Type	Indicator	Description	Suitable Purposes					Uses and Limitations	Principal Users
			Assessment	Bench- Marking	Target- Setting	Planning	Tracking		
Attribute	Apparent Loss Volume	Calculated by Free Water Audit Software	✓				✓	Assess loss level	Utility, Regulators
	Apparent Loss Cost	Calculated by Free Water Audit Software	✓				✓	Assess cost loss level	Utility, Regulators
	Real Loss Volume	Calculated by Free Water Audit Software	✓				✓	Assess loss level	Utility, Regulators
	Real Loss Cost	Calculated by Free Water Audit Software	✓				✓	Assess loss cost level	Utility, Regulators
Volume	Unavoidable Annual Real Loss (UARL)	Calculated by Free Water Audit Software	✓				✓	Reveal theoretical technical low level of leakage	Utility, Regulators
	Unit Apparent Losses (vol/conn/day)	Strong and understandable indicator for multiple users.	✓	✓	✓	✓	✓	Used for performance tracking and target-setting	Utility, Regulators
	Unit Real Losses ^a (vol/conn/day)	Strong and understandable indicator for multiple users.	✓	✓	✓	✓	✓	Used for performance tracking and target-setting	Utility, Regulators, Policy Makers
	Unit Real Losses ^a (vol/conn/day)	Strong and understandable indicator for use by utilities with low connection density.	✓	✓	✓	✓	✓	Data collection and assessment of systems with "low" connection density	Utility, Regulators, Policy Makers
Value	Unit Total Losses (vol/conn/day) New KPI	Strong and understandable indicator, suitable for high-level performance measurement.	✓				✓	High level indicator for trending analysis. Not appropriate for target-setting or benchmarking	Utilities, Customers
	Infrastructure Leakage Index (ILI)	Robust, specialized ratio KPI; can be influenced by pressure and connection density.	✓	✓			✓	Benchmarking after pressure management is implemented	Utilities
	Apparent Loss Cost Rate (value/conn/year) New KPI	Indicators with sufficient technical rigor. Provide the unit financial value of each type of loss, which is useful for planning and assessment of cost efficiency of water loss reduction and control interventions and programs.	✓			✓	✓	Data collection and assessment on AWWA indicators or contextual parameters to use in conjunction with Loss Cost Rates	Utilities, Regulators, Customers
	Real Loss Cost Rate (value/conn/year) New KPI		✓			✓	✓		
Validity	Data Validity Tier (DVT)	Strong indicator of water loss audit data quality, if data has been validated. Tier provides guidance on priority areas of activity.	✓	✓		✓	✓	Assess caliber of data inputs of the water audit	Regulators, Utilities

AWWA Free Water Audit Software: Worksheet										FWAS v6.0 American Water Works Association Copyright © 2020. All Rights Reserved.	
Water Audit Report for: Lyon Co Utilities - Dayton Valley Water											
Audit Year: 2025 Jan 01 2025 - Dec 31 2025 Calendar											
Click 'n' to add notes Click 'g' to determine data validity grade To edit water system info: go to sten page											
To access definitions, click the input names											
All volumes to be entered as: MILLION GALLONS (US) PER YEAR											
Water Supplied Error Adjustments											
choose entry option:											
WATER SUPPLIED VOS Volume from Own Sources: n g 7 937.000 MG/yr n g 8 percent WI Water Imported: n g n/a MG/yr WE Water Exported: n g n/a MG/yr WATER SUPPLIED: 937 000 MG/yr											
AUTHORIZED CONSUMPTION BMAC Billed Metered: n g 9 934.000 MG/yr BUAC Billed Unmetered: n g 1 MG/yr UMAC Unbilled Metered: n g n/a MG/yr UUAC Unbilled Unmetered: n g 5 0.251 MG/yr AUTHORIZED CONSUMPTION: 934 251 MG/yr											
WATER LOSSES 2 749 MG/yr											
Apparent Losses SDHE Systematic Data Handling Errors: n g 8 2.000 MG/yr CMI Customer Metering Inaccuracies: n g 3 0.088 MG/yr UC Unauthorized Consumption: n g 6 0.500 MG/yr Apparent Losses: 2 588 MG/yr											
Real Losses Real Losses: 0 161 MG/yr WATER LOSSES: 2 749 MG/yr											
NON-REVENUE WATER NON-REVENUE WATER: 3.000 MG/yr											
SYSTEM DATA Lm Length of mains: n g 10 360.0 miles (including fire hydrant lead lengths) Nc Number of service connections: n g 10 7,074 (active and inactive) Service connection density: n g 20 conn./mile main Are customer meters typically located at the curbstop/property line? Yes Lp Average length of customer service line has been set to zero and a data grading of 10 has been applied AOP Average Operating Pressure: n g 7 80.0 psi											
COST DATA CRUC Customer Retail Unit Charge: n g 9 \$3.71 \$/1000 gallons (US) Total Annual Operating Cost VPC Variable Production Cost: n g 3 \$900.00 \$/million gallons \$/yr (optional input)											
WATER AUDIT DATA VALIDITY TIER: *** The Water Audit Data Validity Score is in Tier IV (71-90). See Dashboard tab for additional outputs. *** go to dashboard											
A weighted scale for the components of supply, consumption and water loss is included in the calculation of the Water Audit Data Validity Score											
PRIORITY AREAS FOR ATTENTION TO IMPROVE DATA VALIDITY: Based on the information provided, audit reliability can be most improved by addressing the following components:											
1: Volume from Own Sources (VOS) 2: Customer Metering Inaccuracies (CMI) 3: Variable Production Cost (VPC)											
KEY PERFORMANCE INDICATOR TARGETS: OPTIONAL: If targets exist for the operational performance indicators, they can be input below:											
Unit Total Losses: gal/conn/day Unit Apparent Losses: gal/conn/day Unit Real Losses*: gal/conn/day Unit Real Losses*: gal/mile/day If entered above by user, targets will display on KPI gauges (see Dashboard)											



AWWA Free Water Audit Software: User Notes

FWAS v6.0
American Water Works Association
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Water Audit Report for: Lyon Co Utilities - Dayton Valley Water
Audit Year: 2025

Calendar
Jan 01 2025 - Dec 31 2025

General Notes:		
Audit Item	Notes on Input Derivation	Notes on Data Validity Grading
Volume from Own Sources (VOS)		
Volume from Own Sources Error Adjustment (VOSEA)	New upgrades to our SCADA system will provide better well meter reporting. Upgrade will be completed in 2026-2027.	
Water Imported (WI)		
Water Imported Error Adjustment (WIEA)		
Water Exported (WE)		

go to worksheet

go to grading

go to worksheet

go to grading

go to worksheet

go to grading

go to worksheet

go to grading

go to worksheet

go to grading

Audit Item		Notes on Input Derivation	Notes on Data Validity Grading
Water Exported Error Adjustment (WEIA)	go to worksheet go to grading		
Billed Metered Authorized Consumption (BMAC)	go to worksheet go to grading		
Billed Unmetered Authorized Consumption (BUAC)	go to worksheet go to grading	These are fire lines that are not metered. If consumption occurred, an alarm would notify the fire department and the water company.	
Unbilled Metered Authorized Consumption (UMAC)	go to worksheet go to grading		
Unbilled Unmetered Authorized Consumption (UUAC)	go to worksheet go to grading		
Systematic Data Handling Errors (SDHE)	go to worksheet go to grading		
Customer Metering Inaccuracies (CMI)	go to worksheet go to grading	LCUD is currently in the process of replacing all residential and commercial meters. It is anticipated to be completed by FYE 2026. Due to manufacturing delays and equipment shortages the meter replacement program was delayed by 3 years.	

Audit Item		Notes on Input Derivation		Notes on Data Validity Grading	
Unauthorized Consumption (UC)	go to worksheet go to grading				
Length of Mains (Lm)	go to worksheet go to grading				
Number of Service Connections (Nc)	go to worksheet go to grading				
Average Length of (private) Customer Service Line (Lp)	go to worksheet go to grading				
Average Operating Pressure (AOP)	go to worksheet go to grading				
Customer Retail Unit Charge (CRUC)	go to worksheet go to grading				
Variable Production Cost (VPC)	go to worksheet go to grading				

Volume from Own Sources (VOS) (corrected for known errors)	System Input Volume 937.000	Billed Water Exported				Revenue Water (Exported)
		Water Exported (WE) (corrected for known errors) 0.000	Authorized Consumption 934.251	Billed Authorized Consumption 934.000	Billed Metered Consumption (BMAC) (water exported is removed) 934.000	Revenue Water 934.000
937.000	Water Supplied 937.000	934.251	Unbilled Authorized Consumption 0.251	Unbilled Metered Consumption (UMAC) 0.000	Non-Revenue Water (NRW)	
				Unbilled Unmetered Consumption (UUC) 0.251		
		Systematic Data Handling Errors (SDHE) 2.000				
		Customer Metering Inaccuracies (CMI) 0.088				
		Unauthorized Consumption (UC) 0.500				
		Leakage on Transmission and/or Distribution Mains Not broken down				
		Leakage and Overflows at Utility's Storage Tanks Not broken down				
Water Imported (WI) (corrected for known errors) 0.000		Water Losses 2.749	Real Losses 0.161	Leakage on Service Connections Not broken down		



AWWA Free Water Audit Software: Determining Water Loss Standing

AWWA Free Water Audit Software v6.0
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Water Audit Report for: Lyon Co Utilities - Dayton Valley Water

Audit Year:

2025

Jan 01 2025 - Dec 31 2025

Data Validity Tier:

Tier IV (71-90)

Water Loss Control Planning Guide

Water Audit Data Validity Tier (Score Range)

Functional Focus Area	Tier I (1-25)	Tier II (26-50)	Tier III (51-70)	Tier IV (71-90)	Tier V (91-100)
Audit Data Collection	Launch auditing and loss control team; address supply metering deficiencies	Analyze business process for customer metering and billing functions and water supply operations; identify data gaps; improve supply metering	Establish/revises policies and procedures for data collection	Refine data collection practices and establish as routine business process	Annual water audit is a reliable gauge of year-to-year water efficiency standing
Short-term loss control	Research information on leak detection programs; Begin flowcharting analysis of customer billing system	Conduct loss assessment investigations on a sample portion of the system; customer meter testing, leak survey, unauthorized consumption, etc	Establish ongoing mechanisms for customer meter accuracy testing, active leakage control and infrastructure monitoring	Refine, enhance or expand ongoing programs based upon economic justification	Stay abreast of improvements in metering, meter reading, billing, leakage management and infrastructure rehabilitation
Long-term loss control		Begin to assess long-term needs requiring large expenditure: customer meter replacement, water main replacement program, new customer billing system or AMR/AMI system	Begin to assemble economic business case for long-term needs based upon improved data becoming available through the water audit process	Conduct detailed planning, budgeting and launch of comprehensive improvements for metering, billing or infrastructure management	Continue incremental improvements in short-term and long-term loss control interventions
Target-setting			Establish long-term apparent and real loss reduction goals (+10 year horizon)	Establish mid-range (5 year horizon) apparent and real loss reduction goals	Evaluate and refine loss control goals on a yearly basis
Benchmarking			Preliminary Comparisons - can begin to rely upon with PIs for performance comparisons for real losses	Performance Benchmarking with PIs is meaningful in comparing real loss standing	Identify Best Practices/ Best in class; PIs are very reliable as real loss performance indicators for best in class service

For validity scores of 50 or below, the shaded blocks should not be focus areas until better data validity is achieved.

Water Audit Comparison 2020 to 2025



AWWA Free Water Audit Software

Water Audit Report for: Lyon Co Utilities - Dayton Valley Water

Audit Year: 2020

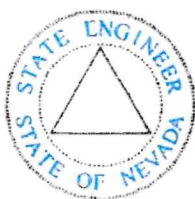
Data Validity Tier: Tier IV (71-90)

Jan 01 2020 - Dec 31 2020

FWAS v6.0
American Water Works Association
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Volume from Own Sources (VOS) (corrected for known errors)	System Input Volume	Water Exported (WE) (corrected for known errors)	Billed Water Exported				Revenue Water (Exported)
			Authorized Consumption	Billed Authorized Consumption	Billed Metered Consumption (BMAC) (water exported is removed)	Revenue Water	
937.000	937.000	0.000	934.251	934.000	934.000	934.000	0.000
Water Imported (WI) (corrected for known errors) 0.000	System Input Volume 937.000	Water Supplied 937.000	Unbilled Authorized Consumption 0.251	Apparent Losses 1.588	Unbilled Metered Consumption (UMAC) 0.000	Non-Revenue Water (NRW)	3.000
					Unbilled Unmetered Consumption (UUAC) 0.251		
			Water Losses 2.749	Real Losses 1.161	Systematic Data Handling Errors (SDHE) 1.000		
					Customer Metering Inaccuracies (CMI) 0.088		
					Unauthorized Consumption (UC) 0.500		
					Leakage on Transmission and/or Distribution Mains <i>Not broken down</i>		
					Leakage and Overflows at Utility's Storage Tanks <i>Not broken down</i>		
					Leakage on Service Connections <i>Not broken down</i>		

AWWA Free Water Audit Software		Water Audit Report for: Lyon Co Utilities - Dayton Valley Water		Jan 01 2025 - Dec 31 2025		American Water Works Association Copyright © 2020. All Rights Reserved	
Water Balance		Audit Year: 2025		Data Validity Tier: Tier IV (71-90)			
Volume from Own Sources (VOS) (corrected for known errors) 937.000	System Input Volume 937.000	Water Exported (WE) (corrected for known errors) 0.000	Billed Water Exported				Revenue Water (Exported) 0.000
		Authorized Consumption 934.251	Billed Authorized Consumption 934.000	Billed Metered Consumption (BMAC) (water exported is removed) 934.000		Revenue Water 934.000	
			Unbilled Authorized Consumption 0.251	Billed Unmetered Consumption (BUAC) 0.000			
		Water Supplied 937.000	Water Losses 2.749	Apparent Losses 2.538	Unbilled Metered Consumption (UMAC) 0.000		Non-Revenue Water (NRW) 3.000
					Unbilled Unmetered Consumption (UUAC) 0.251		
					Systematic Data Handling Errors (SDHE) 2.000		
					Customer Metering Inaccuracies (CMI) 0.088		
		Water Imported (WI) (corrected for known errors) 0.000			Unauthorized Consumption (UC) 0.500		
					Leakage on Transmission and/or Distribution Mains Not broken down		
					Leakage and Overflows at Utility's Storage Tanks Not broken down		
				Leakage on Service Connections Not broken down			



Nevada Division of
WATER RESOURCES

STATE OF NEVADA
Department of Conservation and Natural Resources
Joe Lombardo, Governor
Vinson Guthreau, Director
Joe Cacioppo, P.E., State Engineer

August 19, 2026

Lyon County Utilities Department
34 Lakes Blvd., Ste. 103
Dayton, NV 89403

Re: Approval of the Updated Water Conservation Plan for Dayton Valley Water System

To Whom It May Concern,

The Nevada Division of Water Resources received your updated 2026 Water Conservation Plan for Dayton Valley Water System. The plan was reviewed and approved by this office on August 17, 2026. The plan contains all the necessary statutory elements required under Nevada Revised Statutes (NRS) 540.131 through 540.151.

Thank you for your water conservation plan update submittal. Your next update to the water conservation plan will be due 5 years from the date of this letter and as required by NRS 540.131(3)(c).

Please contact me with any further questions or inquiries at bunny.bishop@water.nv.gov or (775) 684-2834.

Sincerely,

Bunny Bishop
Chief, Water Planning & Drought Resiliency

BB/xx

cc:

Chris Hoffert, choffert@lyon-county.org
Bunny Bishop, E-mail
Lea J-G, E-mail

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.h

Subject:

For Possible Action: Approve the Notice of Award to Mesquite Electric, Inc., for the Silver Springs Airport Lighting System Project in an amount not to exceed \$536,645, and authorize the County Manager to sign the Notice of Award. (AIP No. 3-32-0023-030-2026)

Summary:

Financial Department Comments:

This will be paid out of the FAA grant and budgeted match in the Capital Improvements Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [SPZ Lighting System Upgrade - Notice of Award](#)
- [SPZ Lighting System Upgrades - Award Recommendation](#)

NOTICE OF AWARD

FOR IMPROVEMENTS TO SILVER SPRINGS AIRPORT LIGHTING SYSTEM UPGRADES SILVER SPRINGS, NEVADA

AIP NO. 3-32-0023-030-2026

PWP NO. LY-2026-108

TO: Mesquite Electric, Inc.
PO Box 2355
Mesquite, NV 89024

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid for Schedule I, II, and III has been accepted in the amount of Five Hundred Thirty Six Thousand Six Hundred Forty Five Dollars and 00/100 (\$536,645.00)

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within 15 days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____.

LYON COUNTY
(OWNER)

By _____
County Manager
227 South Main Street
Silver Springs, Nevada 89447
(775) 577-5037

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Mesquite Electric, Inc., Contractor

By: _____

Date: _____

Title: _____

Telephone: _____

April 10, 2026

Mr. Gavin Henderson
Lyon County
27 South Main Street
Yerington, NV 89447

RE: Award Recommendation Letter

Schedule I – Lighting Systems Upgrades

Schedule II – Vault Equipment

Schedule III – Electrical Cables

Silver Springs Airport – Silver Springs, Nevada

AIG No. 3-32-0023-0XX-2026 | PWP No. LY-2026-108 | Lochner No. 23901

Mr. Henderson,

Bids were received for the above noted project on April 6, 2026. Two (2) bids were received and are shown in the attached bid tabulation and following bid summary table.

CONTRACTOR	SCHEDULE I	SCHEDULE II	SCHEDULE III	TOTAL
Mesquite Electric LLC	\$258,300.00	\$87,500.00	\$190,845.00	\$536,645.00
Titan Electrical Contracting, Inc.	\$321,200.00	\$95,700.00	\$197,120.00	\$614,020.00

The bids were reviewed for math errors, bid bonds, addenda acknowledgement and verification of federal disbarment. All bids appear to be responsive. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List ¹	Proper Contractor Licensing ²	Listed on State of Nevada Disqualified Contractors List ³
Mesquite Electric LLC	Yes	Yes	Yes	No	Yes	No
Titan Electrical Contracting, Inc.	Yes	Yes	Yes	No	Yes	No

¹ Based on information from the Federal System for Award Management website, accessed on April 6, 2026

² Based on information from the Nevada State Contractors Board website, accessed on April 6, 2026

³ Based on information from the Nevada Office of Labor Commissioner website, accessed on April 6, 2026

A great deal of effort was put forth to attract bidders to this project. A total of five (5) potential bidders were sent the Invitation for Bids. A total of eight (8) sets of the project manuals were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. An online pre-bid conference was held to answer questions to potential bidders.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I, II, and III to Mesquite Electric LLC for a total contract amount of \$536,645.00 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIG No. 3-32-0023-0XX-2026 consisting of:

COST SUMMARY	
Engineering and Testing Services	\$47,020.00
Construction Inspection and Administration	\$91,100.00
Flight Evaluation (estimated)	\$31,120.73
Sponsor Administration	\$6,000.00
Construction Cost	\$536,645.00
TOTAL PROJECT COST	\$711,885.73
FAA Share (95%)	\$676,291.00
Local Share (5%)	\$35,594.73

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and an FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Nadine CB

Nadine C. Burgard, P.E.
Nevada Market Lead

Attachments: Bid Tabulation
Revised Grant Application Sheets

CC: Ms. Messar Mustafa, FAA – Phoenix ADO

Silver Springs Airport - Lighting (SPZ) | 23901 (#10053972)
Owner: Lyon County
Solicitor: Lochner
04/06/2026 10:00 AM PDT

			Engineer Estimate				Mesquite Electric LLC		Titan Electrical Contracting, Inc.		
Item Code				UofM	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule I - Lighting System Upgrades							\$277,880.00		\$258,300.00		\$321,200.00
1	C-105	Mobilization (10% Max.)		LS	1	\$25,180.00	\$25,180.00	\$20,000.00	\$20,000.00	\$29,200.00	\$29,200.00
2	L-108a	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit		LF	300	\$3.00	\$900.00	\$5.00	\$1,500.00	\$5.00	\$1,500.00
3	L-108b	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Connections/Terminations		LF	300	\$4.00	\$1,200.00	\$5.00	\$1,500.00	\$3.00	\$900.00
4	L-125a	Install Taxiway Retroreflective Edge Marker		EA	134	\$200.00	\$26,800.00	\$150.00	\$20,100.00	\$150.00	\$20,100.00
5	L-125b	Install Runway Edge Light on Existing Base		EA	60	\$1,300.00	\$78,000.00	\$900.00	\$54,000.00	\$1,750.00	\$105,000.00
6	L-125c	Install Taxiway Edge Light on Existing Base		EA	10	\$1,100.00	\$11,000.00	\$800.00	\$8,000.00	\$1,750.00	\$17,500.00
7	L-125d	Install Threshold Light on New Base		EA	12	\$2,500.00	\$30,000.00	\$1,600.00	\$19,200.00	\$2,500.00	\$30,000.00
8	L-125e	Install Threshold Light on Existing Base		EA	4	\$1,200.00	\$4,800.00	\$1,000.00	\$4,000.00	\$1,750.00	\$7,000.00
9	L-125f	Replace REIL		EA	4	\$14,000.00	\$56,000.00	\$18,000.00	\$72,000.00	\$10,000.00	\$40,000.00
10	L-125g	Replace PAPI (2-Unit System)		EA	2	\$22,000.00	\$44,000.00	\$29,000.00	\$58,000.00	\$35,000.00	\$70,000.00
Schedule II - Vault Equipment							\$90,200.00		\$87,500.00		\$95,700.00
11	C-105	Mobilization (10% Max.)		LS	1	\$8,200.00	\$8,200.00	\$7,500.00	\$7,500.00	\$8,700.00	\$8,700.00
12	L-109a	16kW Constant Current Regulator (CCR)		EA	1	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00
13	L-109b	4kW Constant Current Regulator (CCR)		EA	1	\$18,000.00	\$18,000.00	\$15,000.00	\$15,000.00	\$30,000.00	\$30,000.00
14	L-109c	L-854 Radio Receiver		EA	1	\$8,000.00	\$8,000.00	\$12,000.00	\$12,000.00	\$7,500.00	\$7,500.00
15	L-109d	L-821 Radio Controller Switch		EA	1	\$4,000.00	\$4,000.00	\$20,000.00	\$20,000.00	\$12,500.00	\$12,500.00
16	L-109e	Photocell		EA	1	\$8,000.00	\$8,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
17	L-109f	Photocell Switch		EA	1	\$4,000.00	\$4,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00

Schedule III - Electrical Cables							\$153,930.00		\$190,845.00		\$197,120.00
18	C-105	Mobilization (10% Max.)	LS	1	\$7,140.00		\$7,140.00	\$10,000.00	\$10,000.00	\$17,920.00	\$17,920.00
19	L-108a	No. 8 AWG, 5kV, L-824, Type C Cable, Installed in Trench, Duct Bank or Conduit	LF	25130	\$3.00		\$75,390.00	\$4.00	\$100,520.00	\$5.00	\$125,650.00
20	L-108b	No. 6 AWG, Solid, Bare Copper Counterpoise Wire, Installed in Trench, Including Connections/Terminations	LF	17850	\$4.00		\$71,400.00	\$4.50	\$80,325.00	\$3.00	\$53,550.00
Base Bid Total:							\$522,010.00		\$536,645.00		\$614,020.00

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.i

Subject:

For Possible Action: Approve the Notice of Award to Titan Electrical Contracting, for the Silver Springs Airport AWOS Upgrade Project in an amount not to exceed \$261,800, and authorize the County Manager to sign the Notice of Award. (AIP No. 3-32-0023-030-2026)

Summary:

Financial Department Comments:

This will be paid out of the FAA grant and budgeted match in the Capital Improvements Fund.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [AWOS Upgrade Project - Notice of Award](#)
- [SPZ AWOS Upgrade - Award Recommendation](#)

NOTICE OF AWARD

FOR IMPROVEMENTS TO SILVER SPRINGS AIRPORT UPGRADE AWOS SILVER SPRINGS, NEVADA

**AIG NO. 3-32-0023-029-2026
PWP NO. LY-2026-210**

TO: Titan Electrical Contracting
5450 Mill Street, Suite 100
Reno, NV 89502

The OWNER has considered the Bid submitted by you for the above-described Work in response to its Invitation for Bids and Instructions to Bidders.

You are hereby notified that your Bid for Schedule I has been accepted in the amount of Two Hundred Sixty One Thousand Eight Hundred Dollars and 00/100 (\$261,800.00).

You are required by the Instructions to Bidders to execute the Agreement and furnish the required Contractor's Performance and Payment Bonds and Proofs of Insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said Bonds and Proofs of Insurance within 15 days from the date of this Notice, said Owner will be entitled to consider your Bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Owner.

Dated this _____ day of _____.

LYON COUNTY
(OWNER)

By _____
County Manager
27 South Main Street
Yerington, Nevada 89447
(775) 463-6592

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

Titan Electrical Contracting, Contractor

By: _____

Date: _____

Title: _____

Telephone: _____

April 10, 2026

Mr. Gavin Henderson
Lyon County
27 South Main Street
Yerington, NV 89447

RE: Award Recommendation Letter

Schedule I – Upgrade AWOS

Silver Springs Airport – Silver Springs, Nevada

AIG No. 3-32-0023-0XX-2026 | PWP No. LY-2026-210 | Lochner No. 24488-01

Mr. Henderson,

Bids were received for the above noted project on April 6, 2026. Three (3) bids were received and are shown in the attached bid tabulation and following bid summary table.

CONTRACTOR	SCHEDULE I	TOTAL
R. Schneider Construction LLC	\$177,326.14	\$177,326.14
Titan Electrical Contracting, Inc.	\$261,800.00	\$261,800.00
Mesquite Electric LLC	\$285,000.00	\$285,000.00

A great deal of effort was put forth to attract bidders to this project. A total of five (5) potential bidders were sent the Invitation for Bids. A total of eight (8) sets of the project manuals were purchased by potential bidders, plan rooms, and suppliers. The advertisement for bids for the project was published for three (3) consecutive weeks prior to the bid opening. An online pre-bid conference was held to answer questions to potential bidders.

The bids were reviewed for math errors, bid bonds, addenda acknowledgement and verification of federal disbarment. A general review of each bid is summarized below:

CONTRACTOR	5% Bid Bond Included	Required Proposal Sheets Included	Addenda Acknowledged	Listed on Federal Disbarred Contractors List ¹	Proper Contractor Licensing ²	Listed on State of Nevada Disqualified Contractors List ³
R. Schneider Construction LLC	Yes	Yes	Yes	No*	Yes	No
Titan Electrical Contracting, Inc.	Yes	Yes	Yes	No	Yes	No
Mesquite Electric LLC	Yes	Yes	Yes	No	Yes	No

¹ Based on information from the Federal System for Award Management website, accessed on April 6, 2026

² Based on information from the Nevada State Contractors Board website, accessed on April 6, 2026

³ Based on information from the Nevada Office of Labor Commissioner website, accessed on April 6, 2026

*The bid proposal page P-8 received by R. Schneider included a Sam.gov Unique Entity ID (UEI) that did not match the name of the company. In verifying the UEI for R. Schneider, it was not clear as to why the name did not match the identifier, and there were no other references to company name or ownership within the bid proposal that would explain this discrepancy. As such, it is our recommendation to reject the bid received by R. Schneider.

Based on conversations with FAA ADO staff, it is believed that sufficient funds are available for the budget listed below. A revised grant application, only including pertinent sheets that include budgetary figures, is enclosed with this letter and should be signed and forwarded to the FAA as soon as possible.

Our recommendation is to award Schedule I to Titan Electrical Contracting for a total contract amount of \$261,800.00 upon receiving concurrence from the FAA Program Manager.

The following budget needs to be developed for AIG No. 3-32-0023-0XX-2026 consisting of:

COST SUMMARY	
Engineering and Testing Services	\$64,980.00
Construction Inspection and Administration	\$75,060.00
Sponsor Administration	\$6,000.00
Construction Cost	\$261,800.00
TOTAL PROJECT COST	\$407,840.00
FAA Share (95%)	\$387,448.00
Local Share (5%)	\$20,392.00

We will send the Notice of Award for signature once approval is received from the FAA Program Manager and an FAA Grant Agreement is executed.

If you have any questions regarding this matter, please contact our office. We look forward to getting this project completed.

Sincerely,
LOCHNER

Nadine CB

Nadine C. Burgard, P.E.
Nevada Market Lead

Attachments: Bid Tabulation
Revised Grant Application Sheets

CC: Ms. Messar Mustafa, FAA – Phoenix ADO

Silver Springs Airport - AWOS (SPZ) | 24488-01 (#10085918)

Owner: Lyon County

Solicitor: Lochner

04/06/2026 09:00 AM PDT

					Engineer Estimate		R. Schneider Construction		Titan Electrical Contracting, Inc.		Mesquite Electric LLC	
Line Item	Item Code	Item Description	UofM	QTY	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
Schedule I - Upgrade AWOS						\$165,000.00		\$177,326.14		\$261,800.00		\$285,000.00
1	C-105	Mobilization (10% Max.)	LS	1	\$15,000.00	\$15,000.00	\$17,733.00	\$17,733.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	P-610	Miscellaneous Concrete	Incidental	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	L-126	AWOS System, Level III/PT Upgrade	LS	1	\$150,000.00	\$150,000.00	\$159,593.14	\$159,593.14	\$241,800.00	\$241,800.00	\$265,000.00	\$265,000.00
Base Bid Total:						\$165,000.00		\$177,326.14		\$261,800.00		\$285,000.00

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

12.j

Subject:

For Possible Action: Approve a request from the City of Yerington to use park construction tax in the amount of \$20,002.14 for lighting system upgrades for tennis and pickleball courts on East Goldfield Avenue.

Summary:

The City of Yerington is requesting to use Mason Valley Park Construction Tax funds to upgrade the lighting system at the tennis and pickleball courts on East Goldfield Avenue in Yerington.

Financial Department Comments:

There is sufficient budget for this request and it would be paid from the Park Construction Tax Fund..

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a request from the City of Yerington to use park construction tax in the amount of \$20,002.14 for lighting system upgrades for tennis and pickleball courts on East Goldfield Avenue.

ATTACHMENTS

- [City of Yerington Request for Park Construction Tax](#)



Yerington City Council
City of Yerington, Nevada
14 E. Goldfield Ave.
Yerington, NV 89447

September 17, 2026

RE: REQUEST TO UTILIZE LYON COUNTY PARK FUNDS

Esteemed members of the Lyon County Board of Commissioners,

The City of Yerington would like to formally request consideration to utilize Lyon County Park Funds to upgrade the lighting system at the tennis and pickleball courts located within the Joe Parr Sports Complex in Yerington, Nevada. The value of the request is \$20,002.14.

The attached quote from Thunder Electric provides for installation of eight (8) new LED lights with a timer switch for control. The project will utilize existing underground wire and conduit to the best of its ability.

The Yerington City Council approved this request on September 14, 2026 by a vote of 3 aye, 0 nay and 1 absent.

If you have any questions or concerns, please feel free to contact the City Manager's office.

Sincerely,

Jerry Bryant
City Manager

Thunder-Electric LLC

Richard Pittman
Bid limit \$45,000 Nv. License# 0088835A (775)546-3363
P.O.Box 176
Yerington, NV
89447
(775)546-3363
pittmanric@yahoo.com

ESTIMATE
EST0205

DATE
07/25/2026

TOTAL
USD \$20,002.14

TO
City Of Yerington- Tennis Court lighting upgrade

Paul Shapiro
☎ (775) 463-3511
☎ (775) 364-8895
☎ (775) 463-2284
michelel@yerington.net

DESCRIPTION	RATE	QTY	AMOUNT
Labor: Install new underground conduit and wire (if needed) for existing light poles. Install new electrical 100amp meter panel. Install (8) new lights for tennis courts. Install new outdoor rated timer switch for light control.	\$125.00	60	\$7,500.00
Note: If existing underground wire & conduit is not damaged it will be reused and new wire, conduits, applicable labor will not be billed to project.			
BID NOT TO INCLUDE- NVEnergy fees Permit fees Trenching/back fill Sod/sprinkler repair Equipment rental			
Materials: underground conduit, wire, boxes/ meter panel, breakers, fittings, LED light fixtures, ect.	\$12,502.14	1	\$12,502.14
TOTAL			USD \$20,002.14

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

13.a

Subject:

For Possible Action: Accept the low bid from Sentinel Builders, LLC in the amount of \$699,888, and approve up to a 5% contingency for any unforeseen issues on the project and authorize the County Manger to sign all necessary documents for the Lyon County Courthouse Site Improvements Project that will enlarge the secured parking area. This will be funded from the Public Safety Sales Tax Fund. (Facilities Director, Doug Homestead)

Summary:

Accept the low bid from Sentinel Builders, LLC in the amount of \$699,888 and authorize the County Manger to sign all necessary documents for the Lyon County Courthouse Site Improvements Project that will enlarge the secured parking area. This will be funded from the Public Safety Sales Tax Fund. The current secured parking area is too small for the amount of vehicles. This project will more than double the amount of parking and make it safer for our employees.

Financial Department Comments:

This will be paid out of the Capital Improvements Fund and there is sufficient budget and cash for the project.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Accept the low bid from Sentinel Builders, LLC in the amount of \$699,888 and authorize the County Manger to sign all necessary documents for the Lyon County Courthouse Site Improvements Project that will enlarge the secured parking area. This will be funded from the Public Safety Sales Tax Fund.

ATTACHMENTS

- [25006 Bid Recommendation](#)

Recommendation to Award

Date: September 18, 2026

**Lyon County Courthouse Site Improvements
PWP-LY-2026-441**

Attendees: Arlee Fisher, Architect; Doug Homestead, Lyon County Facilities Director; Staci Lindberg, Lyon County Clerk; Zach Caron, Rafael Construction; Rich Merlie, Walker River Construction; Mariah Belcher, Pellett Construction; Sean Brazell, K7 Construction

This letter is formally being issued to Lyon County for recommendation to award an Owner-Contractor Agreement for the Lyon County Courthouse Site Improvements project. This recommendation is based on bids received on September 17, 2026, 9:00am local time at the Lyon County Clerk's Office and includes review of the documents provided at the time of bid. Paul Cavin Architect LLC is recommending award to the following General Contractor:

Sentinel Builders, LLC
5945 S. Los Altos Parkway, Suite 103
Sparks, NV 89436

Bid: \$699,888.00

Please be advised that in accordance with Nevada Revised Statutes Section 338.142, a person who bids on a contract may file a notice of protest regarding the awarding of the contract within 5 business days after the date that the recommendation to award the contract is issued and posted by Lyon County.

Attachments: Bid Tabulation

PROJECT BID TABULATION

Bid Date: September 16, 2026

Bid Location: Paul Cavin Architect, LLC

575 Double Eagle Court #220

Reno, NV 89521

Project Number: 25006

Project Manager: Arlee Fisher

Base Bid Estimate: \$ 471,440.17

Project Name: Lyon County Site Improvements

Location: 911 Harvey Lane , Yerington, Nevada

Consultant: Paul Cavin Architect, LLC

Mandatory Pre-Bid Meeting: Yes ☐ No X

Bid Opening Time: 9:00 am

Bid Completion:

1% Sub List Due:

Name of Bidder	Sentinel	Rafael	Pellett	K7	Walker River			
Principal office location								
Bid Form	✓	✓	✓	✓	✓			
Addenda acknowledged	✓	✓	✓	✓	✓			
Bid Bond (included with bid)	✓	✓	✓	✓	✓			
Letter of Surety	✓	✓	✓	✓	✓			
Proposed Schedule of Values	✓	✓	✓		✓			
Nevada Contractor's License	✓	✓	✓	✓	✓			
Nevada Business License	✓	✓	✓	✓	✓			
Affidavit of Compliance	✓	✓	✓	✓	✓			
Local Preferential Bidder Certificate of Eligibility	✓	✓	✓	✓				
Local Preferential Bidder Status Affidavit	✓	✓	✓	✓	✓			
5% Subcontractor list (included with bid)	✓	✓	✓	✓	✓			
1% Subcontractor List (received / time received)	✓	✓	✓	✓	✓			
Affidavit of Non-Collusion	✓	✓	✓	✓	✓			
Performance Bond and Labor and Material Bond								
BASE BID	699,888.00	1,001,292	782,815	759,937.	867,860			
ALTERNATES								
TOTALS								
Apparent low bid ranking (1,2,3,...)								

Bids opened by:

Witnessed by:



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

14.a

Subject:

For Possible Action: To approve the request from Nancy and Ruben Gonzalez for a Zoning Map Amendment to change the zoning from the Title 10 district of RR-5 (Fifth Rural Residential District, 20-acre minimum) to RR-1 (Rural Residential, 1-acre minimum) on a 3.95-acre parcel in Mason Valley located at 30 Farrell Lane (APN 014-211-11); PLZ-2026-053. (Senior Planner, Louis Cariola)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Staff Report](#)
- [ATT 1 Applicant Narrative](#)



LYON COUNTY COMMUNITY DEVELOPMENT DEPARTMENT

BUILDING * DEVELOPMENT ENGINEERING * PLANNING
CODE ENFORCEMENT * ECONOMIC DEVELOPMENT

27 SOUTH MAIN STREET, YERINGTON, NV 89447

PHONE: 775-463-6592 FAX: 775-463-5305

WEBSITE: www.lyon-county.org

BOARD OF COUNTY COMMISSIONERS

PLZ-2026-053

Proposed Action	<u>Zoning Map Amendment</u>
Meeting Date	<u>October 1, 2026</u>
Property Owners	<u>Nancy and Ruben Gonzalez</u>
Applicant	<u>Greg Chico</u>
Community	<u>Mason Valley</u>
Location	<u>30 Farrell Lane</u>
Parcel Number	<u>014-211-11</u>
Parcel Size	<u>3.95 acres</u>
Master Plan	<u>Low Density Residential</u>
Applicable Zoning	<u>RR-20 (Rural Residential, 20-acre minimum)</u>
Proposed Zoning	<u>RR-1 (Rural Residential, 1-acre minimum)</u>
Case Planner	<u>Louis Cariola</u>

REQUEST

The Applicant requests a Zoning Map Amendment to amend the Zoning designation from the Title 10 district name of RR-5 (Fifth Rural Residential District, 20-acre minimum) to RR-1 (Rural Residential, 1-acre minimum) on a 3.95-acre parcel in Mason Valley located at 30 Farrell Lane.

PLANNING COMMISSION RECOMMENDATION

On September 8, 2026, the Planning Commission heard presentations from staff and voted 7-0 to forward a recommendation of approval to the Board of County Commissioners.

RECOMMENDED MOTION

If the Board of County Commissioners determines that they will approve the request, then the Commission may want to consider a motion similar to the following:

The Planning Commission finds that:

- A. The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan;

- B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title; and
- C. The proposed amendment is compatible with the actual or master planned adjacent uses.

Based on the aforementioned Findings, I move that the Board of County Commissioners approve the request from Nancy and Ruben Gonzalez for a Zoning Map Amendment to change the zoning from the Title 10 district name of RR-5 (Fifth Rural Residential, 20-acre minimum) to RR-1 (Rural Residential, 1-acre minimum) on a 3.95-acre parcel in Mason Valley located at 30 Farrell Lane (APN 014-211-11); PLZ-2026-053.

Alternatives to Approval

Alternative Motion for Continuance

If the Board determines that there is insufficient information with which to make a decision on the application before them and that additional information, discussion and public comment are necessary to have a more complete and thorough review of the proposed project, then they should make the appropriate findings and move to continue the public hearing to a future date with concurrence from the applicant.

If so, then the Board may wish to consider a motion similar to the following:

The Board of County Commissioners finds that:

- A. Additional information, discussion, and public review are necessary for a more thorough review of the proposed Master Plan Amendment application.

Based on the aforementioned finding, and with the applicant's concurrence, the Board of County Commissioners continues the request from Nancy and Ruben Gonzalez for a Zoning Map Amendment to change the zoning from the Title 10 district name of RR-5 (Fifth Rural Residential, 20-acre minimum) to RR-1 (Rural Residential, 1-acre minimum) on a 3.95-acre parcel in Mason Valley located at 30 Farrell Lane (APN 014-211-11); PLZ-2026-053 for ____ days.

Alternative Motion for Denial

If after review and public comment the Board of County Commissioners determines that they should recommend denial of the Zoning Map Amendment application, then they may wish to consider a motion similar to the following:

The Board of County Commissioners has considered:

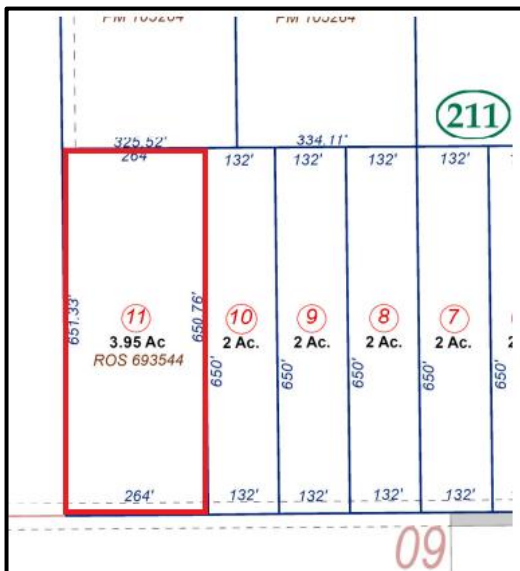
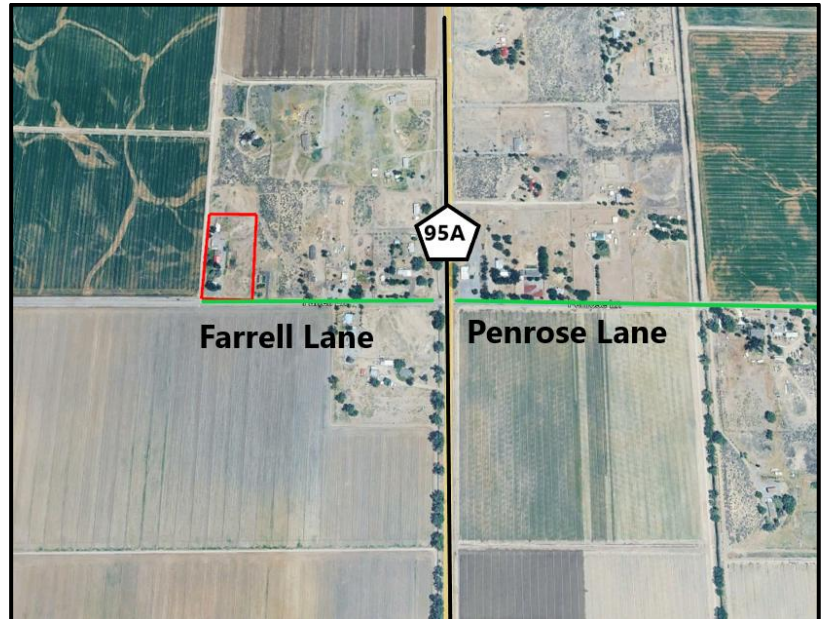
- A. The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan.
- B. The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;
- C. That the proposed amendment is compatible with the actual or master planned adjacent uses.

After consideration of the above-listed Findings, the Board of County Commissioners has determined that the Amendment would not be in conformance with the above-listed considerations and denys the request from Nancy and Ruben Gonzalez for a Zoning Map Amendment to change the zoning from the Title 10 district name of RR-5 (Fifth Rural Residential, 20-acre minimum) to RR-1 (Rural Residential, 1-acre minimum) on a 3.95-acre parcel in Mason Valley located at 30 Farrell Lane (APN 014-211-11); PLZ-2026-053

BACKGROUND INFORMATION

Location, Size, and Use

The subject parcel is located in Mason Valley, west of US Highway 95A, at 30 Farrell Lane. The site is 3.95 acres in size per the County Assessor's plat maps and is currently developed with a single-family home and accessory structures.



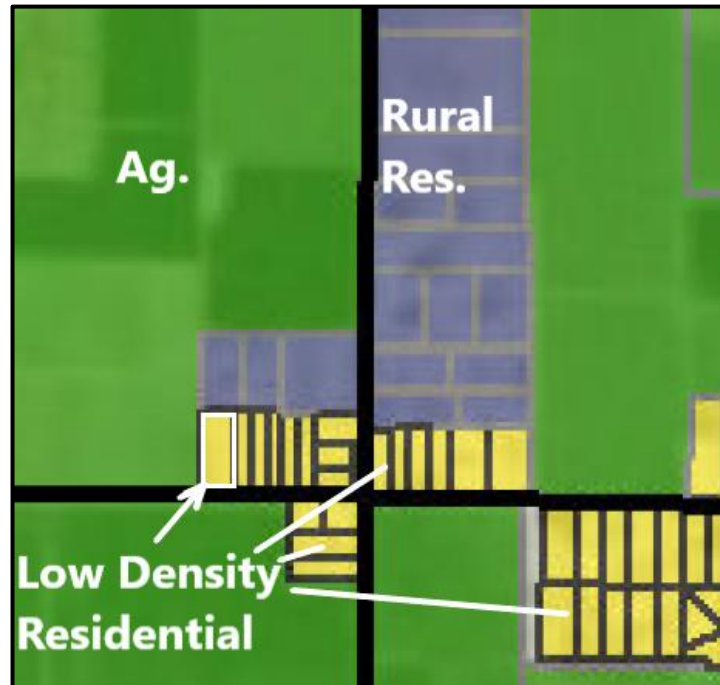
This photo was provided by the applicant, looking north.



Per the application materials submitted, the reason for the requested zone change is to allow for a future parcel split, with the goal of creating 2 parcels of approximately 2 acres in size each. One parcel would encompass the existing residential development and the second would provide a second parcel for future single family home development.

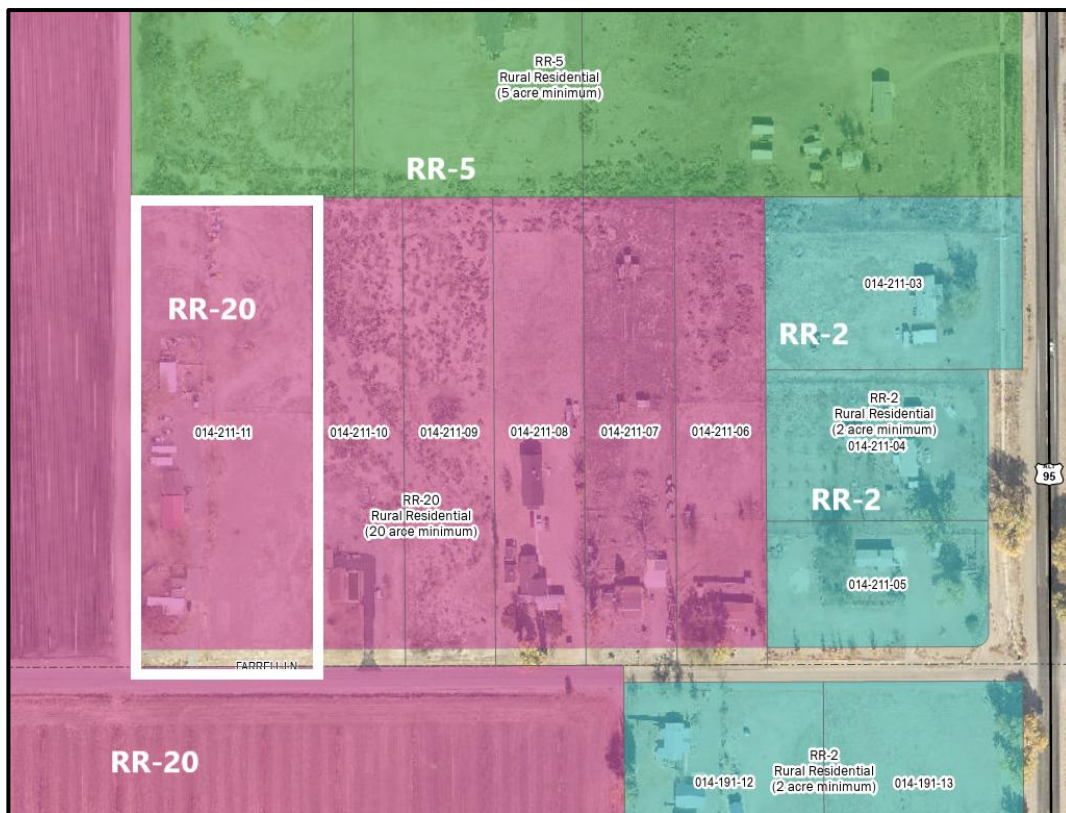
MASTER PLAN AND ZONING

The subject parcel is designated as Low Density Residential per the 2020 Master Plan Map for Mason Valley. Surrounding designations are Agriculture, Rural Residential, and other Low Density Residential parcels. The proposed zoning would be consistent with the Master Plan designation.



Zoning

The parcel is zoned RR-5 (Fifth Rural Residential, 20-acre minimum), a name from the County's expired development code, Title 10. Per the Zoning Consistency Matrix, adopted as Appendix A in 2018 with adoption of the County's current code, Title 15, the applicable zoning for the site is RR-20 (Rural Residential, 20-acre minimum). The Matrix "converts" the zoning names and designates the applicable development standards from Title 15. The image below from the County's mapping of zoning districts notes the applicable zoning from Title 15.



STAFF REVIEW AND COMMENTS

The proposed zoning map amendments for the subject parcels are first reviewed by staff and the Planning Commission, who make recommendations to the Board of Commissioners. The Board makes the final vote on whether or not to approve the request.

FINDINGS FOR REVIEWING A ZONING MAP AMENDMENT REQUEST

Chapter 15.220.05 of Lyon County Code states that when considering approval of a zoning map amendment, three Findings must be considered and supported by a statement of evidence, facts and conclusions. Staff has included those three Findings in **bold type** below. Each Finding is listed with the applicant's response in *italics* and then staff's comments.

Finding A: The proposed amendment is consistent with the policies embodied in the adopted master plan and the underlying land use designation contained in the land use plan.

Applicant's Response

The parcel in question is currently zoned RR20. The Mason Valley Land Use Plan has the parcels designated as "Low Density Residential". This parcel has a single residence with open acreage, aligning with the master plan but be zoned for RR1 retaining open spaces and the rural character of the County. The idea is to split this parcel into 2 parcels at a later date, to align it with all of the neighboring parcels. However, the current zoning does not allow for that. The current zoning is 20 acres minimum lot size, and the current parcel size is 4 acres.

Policy LU 1.2: Residential Development Patterns in Neighborhoods:

Future development plans for the parcel is unknown at this time, however the future development of the parcel is limited being low density residential.

Policy LU 1.3: Commercial and Mixed-Use Development to be Located in Communities:

This parcel would not be used for commercial or mixed used development, aligning with low density residential usage only.

Policy LU 1.4: Locate Industrial Development as Designated on County-wide Land Use Plan or Determined by Criteria

This parcel would not be used for industrial development, aligning with low density residential use with a single residence only.

Policy LU 2.1: Residential Development in Areas with Services:

Future development plans for the parcel is unknown at this time, however zoning will not allow for future residential development beyond two parcels zoned for low density residential.

Policy LU 2.2: Service Levels to Vary by Character Areas:

As noted above, the parcels are located within the service boundaries of some local utility providers. (power, trash, phone)

Policy LU 3.1: Diverse Economic Base:

Low density residential zoning will allow for single family dwellings that align for the counties master plan. This zoning change will not allow for any other development besides the possibility of a new single residential dwelling.

Policy LU 3.2: Business and Industry Locations that are Consistent with Future Land Use Plan:

Not applicable, this change is to convert from RR20 to RR1 and align the parcel sizes along Farrell lane to be the same size, both being rural.

Policy LU 4.1: Encourage the Continuation of an Agricultural Lifestyle in Appropriate Rural Areas of the County:

This allows for the same type of agricultural lifestyle that is currently being utilized on the parcel but aligns the zoning correctly with neighboring parcels.

Policy LU 5.1: Encourage Resource-Sensitive Growth and Sustainable Design

Future development plans for the parcels are unknown currently, however these issues may be addressed in the design review phase if and when development plans are generated.

Policy LU 6.1: Provide alternative standards that allow for unique growth in historic districts:

The parcel is not located in a historic district.

Staff Comment

The applicant's response to Finding A is expansive and staff agrees that the requested zone change is consistent with the Master Plan's Goals and Policies. Further, the existing zoning is not consistent with the Master Plan and the parcel size does not meet the current zoning district's minimum of 20 acres. The development plan for 2 parcels of approximately 2 acres for single family home development would be identical to the 5 parcels to the east. This request for a zone change would bring the site into compliance with the 2020 Master Plan.

Finding B: The proposed amendment will not be inconsistent with the adequate public facilities policies contained in this title;

Applicant's Response

The proposed amendment will not be inconsistent with the adequate public facilities policies. The parcel is located within the service areas of the local utilities and water rights are available for dedication to the utility when needed. All applicable state permits will be provided when and if water and sewer development is proposed, however this is unlikely.

Staff Comment

The subject parcels are served by wells and septic systems, governed by State agencies. Emergency response services are readily available and the location of the site includes near access to a US Highway and local roadways. This Finding is met in the affirmative by staff.

Finding C: That the proposed amendment is compatible with the actual or master planned adjacent uses.

Applicant's Response

The proposed small lot zoning is compatible with the parcels' Master Plan designation of "Rural Low density residential". All surrounding parcels are Master Plan designated as "low density residential" as well.

Staff Comment

As stated above, staff feels the requested change is appropriate for the region and the development plan would continue residential development patterns adjacent to open farm land. The zone change would bring the site into conformance with the Master Plan, correcting an existing inconsistency.

Zoning Change Application – Mason Valley Parcel

014-211-11

Project Description/ Justification

This application requests a zone change for one parcel located in Mason Valley, owned by Ruben and Nancy Gonzalez.

Parcel Description:

The parcel is currently zoned as RR20 (20 acres minimum) Title 10 in Lyon County. This parcel is currently Single Family Residential

The current parcel is 4 acres, not meeting the 20-acre minimum for rural residential. Each neighboring parcel on the east side is 2 acres in size, the goal is to split this parcel into 2 parcels of roughly 2 acres in size to align the parcel sizes with all parcels on the north side of Farrell Lane. In order to do this, the parcel needs to be rezoned for smaller parcel sizes, but keep its rural character.

Exhibit A shows the parcel in the Lyon County Land Use Map from the Master Plan. (Parcel is highlighted in Red)

Exhibit B is the Lyon County Assessor Map

Exhibit C is the General Location Map

Mason Valley Master Plan applicability:

The Mason Valley master plan land use shows this parcel as low density residential, this would still be considered low density residential, with no change from the master plan. The parcel has been zoned incorrectly in the past and would be better served with the zoning changed to meet the correct parcel sizing and to allow the parcel to be split into (2) 2 acre parcels to match the neighboring parcels.

Thank you for your consideration

Greg Chico, PLS
Chico Land Surveys Ltd.
775-745-5922

Exhibit A (Land Use Map – Mason Valley)

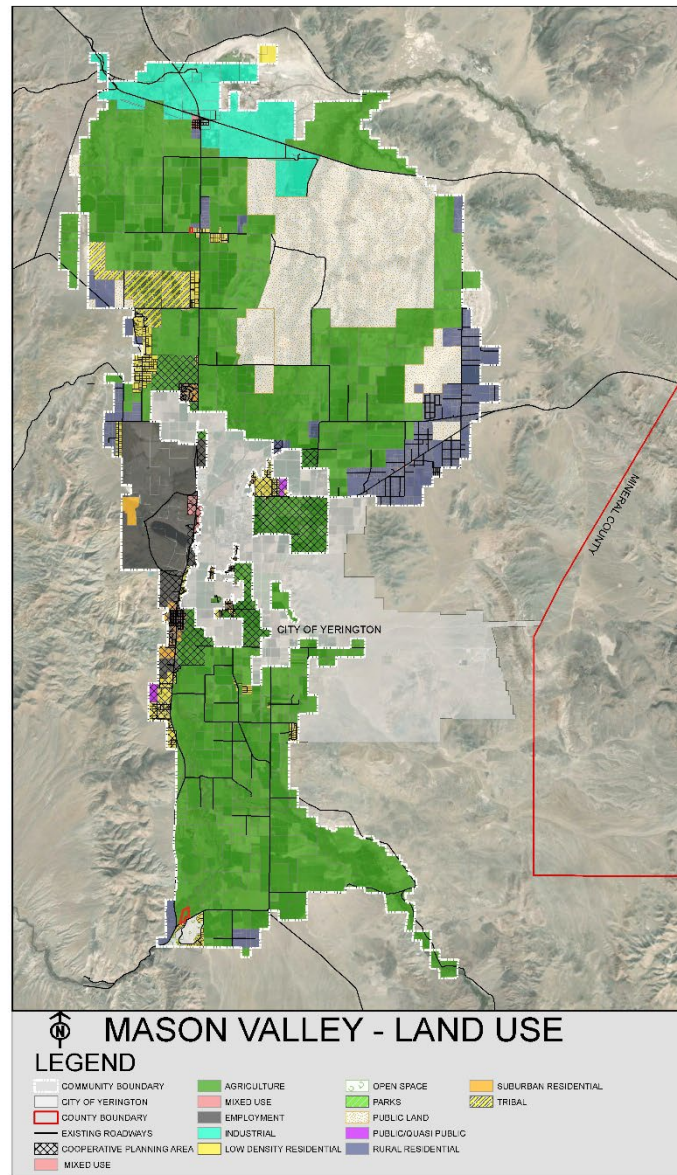


Exhibit A with Enlargement (Land Use Map – Mason Valley)
Parcel in Red Outline



Exhibit B (Assessor Parcel Map)

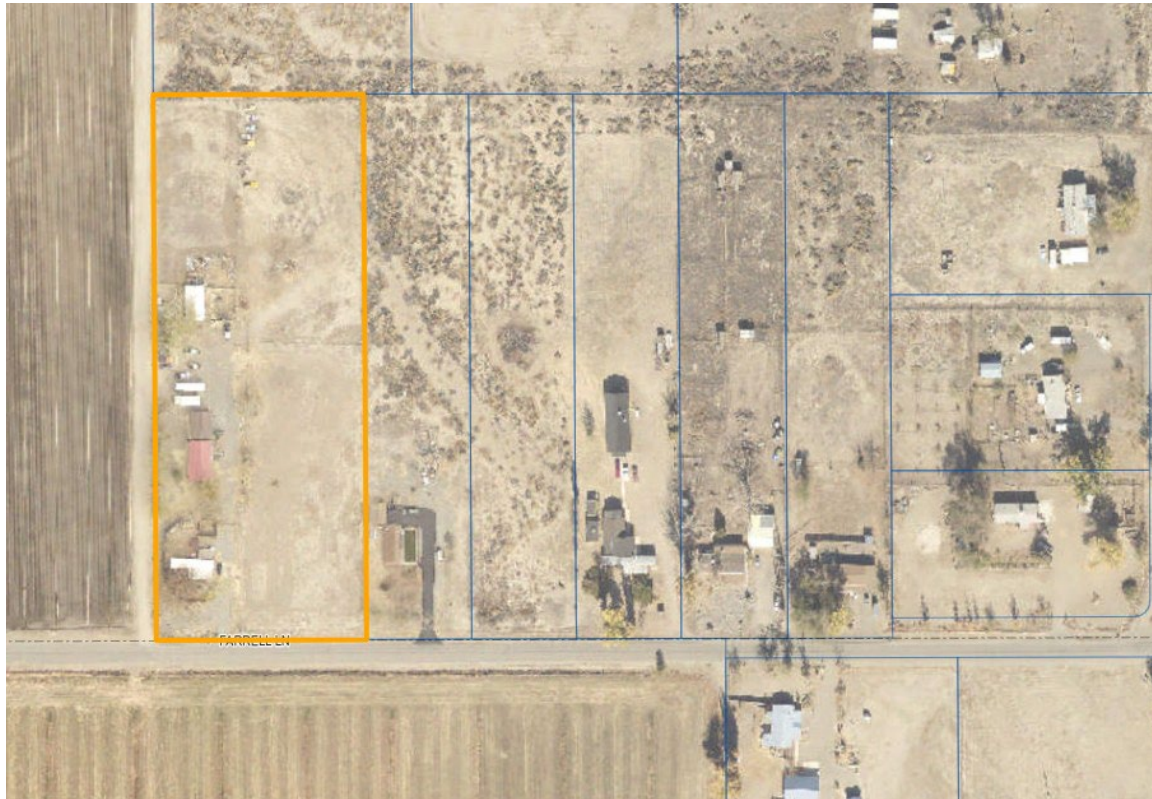
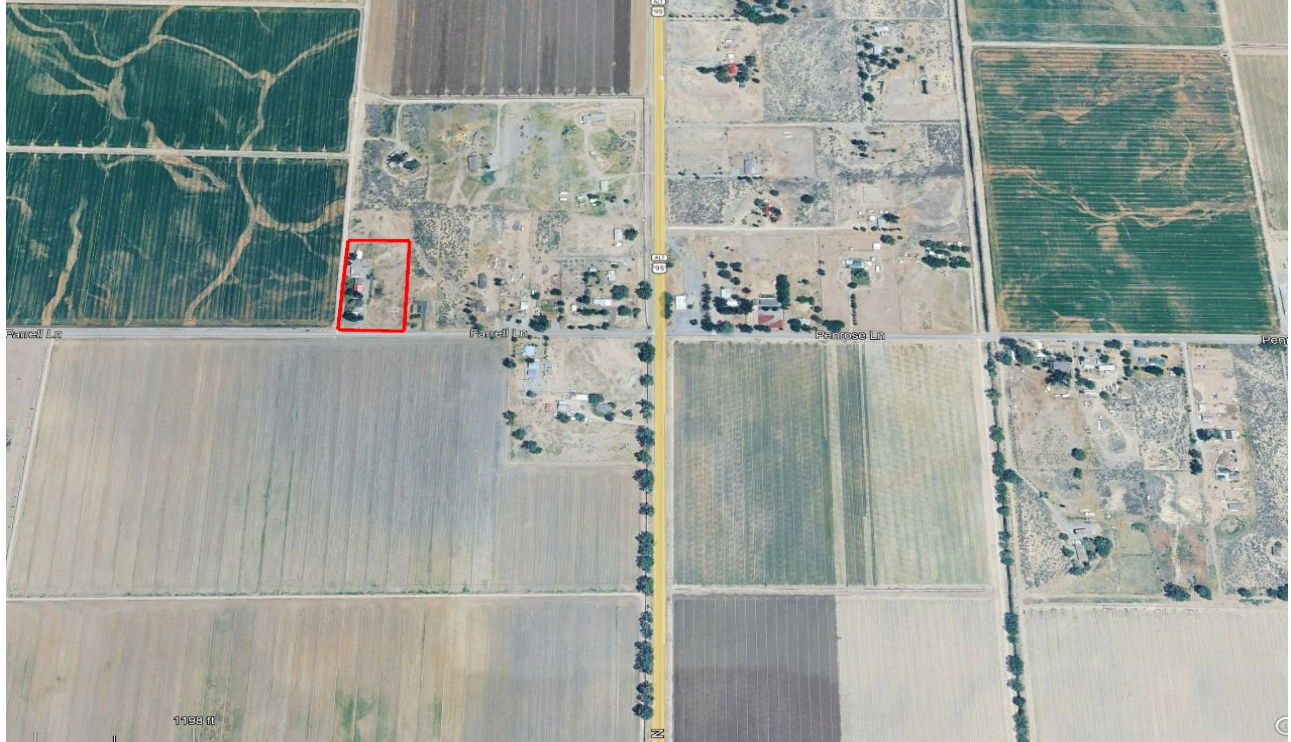


Exhibit C



Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

15.a

Subject:

For Possible Action: To propose an ordinance amending Lyon County Development Code Title 15, Chapter 320, Tables 1 and 2, and Chapter 348, to authorize by right multi-family or mixed-use development that includes a residential component on property zoned for commercial use, and to require that all new multi-family development be served by public water and sewer utilities, consistent with Nevada Assembly Bill 241 as amended May 31, 2025. (Community Development Director, Gavin Henderson)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [AB241 - Multi-Family Housing Ordinance](#)
- [AB 241 - May 31, 2025](#)

BILL NO. _____

ORDINANCE NO. _____

SUMMARY: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15, CHAPTER 320, TABLES 1 and 2, THEREBY AUTHORIZING BY-RIGHT A MULTIFAMILY OR MIXED-USE DEVELOPMENT THAT INCLUDES A RESIDENTIAL USE ON PROPERTY ZONED FOR COMMERCIAL USE PER NEVADA ASSEMBLY BILL 241 (AB241), AND AMENDING CHAPTER 15.348, ADDING THE REQUIREMENT THAT ALL NEW MULTIFAMILY DEVELOPMENT INCLUDE SERVICE BY PUBLIC WATER AND SEWER UTILITIES.

TITLE: AN ORDINANCE AMENDING LYON COUNTY CODE TITLE 15, CHAPTER 320, TABLES 1 AND 2, THEREBY AUTHORIZING BY-RIGHT A MULTIFAMILY OR MIXED-USE DEVELOPMENT THAT INCLUDES A RESIDENTIAL USE ON PROPERTY ZONED FOR COMMERCIAL USE PER AB241, AND THE ADDITION OF A REQUIREMENT THAT ALL NEW MULTIFAMILY DEVELOPMENT IS PROVIDED SERVICE FROM PUBLIC WATER AND SEWER UTILITIES

Explanation: Matters underlined and in blue are new or added language; matters ~~struck out and in red~~ are deletions or removed language.

THE BOARD OF COUNTY COMMISSIONERS OF LYON COUNTY, NEVADA DOES HEREBY ORDAIN:

Section 1. The Lyon County Development Code, Title 15, Chapter 320.03, Land Use Tables, Tables 320-1 and 320-2 are hereby amended as follows:

TABLE 15.320-1															
Use Category	Use Type	Rural Residential					Commercial/ Mixed Use		Agricultural/Resource				Commercial		Specific Use Regulations (Code Reference)
		RR-20	RR-10	RR-5	RR-2	RR-1	CMU-R	HMU-R	AG	NIA	RL	PL	NC	TC-R	
Multi-Family Residential	Group living facility, small (10 or fewer residents)	P	P	P	P	P	P	P	-	-	-	-	-	-	15.335.03NN; Chapters 330 and 360 and design review
	Group living facility, small (11 or more residents)	C	C	C	C	C	C	C	-	-	-	-	-	-	Chapter 230
	Manufactured/mobile home park	-	-	-	-	-	-	-	-	-	-	-	-	-	Chapter 352
	Multi-family, 2 units	-	-	-	-	-	P	P	-	-	-	-	-	-	Chapter 342
	Multi-family, 3 or 4 Units	-	-	-	-	-	-	-	-	-	-	-	- P	-	Chapter 345 or 348 and design review
	Multi-family, 5 or more units	-	-	-	-	-	-	-	-	-	-	-	- P	-	Chapter 345 or 348 and design review

Created: 2024-07-29 09:42:37 [EST]

(AB241, 10-26)

TABLE 15.320-2																	
Use Category	Use Type	Suburban Residential									Mixed Use/Commercial						Specific Use Regulations (Code Reference)
		SR-2	SR-1	SR-1/2	SR-12,000	SR-9,000	NR	MFR	RMU	NC	CC	RC	TC-S	CMU-S	HMU-S		
Multi-Family Residential	Group living facility, small (10 or fewer residents)	P	P	P	P	P	P	-	P	-	-	-	-	P	P	Subsection 15.335.03NN; Chapters 330 and 360 and design review	
	Group living facility, small (11 or more residents)	C	C	C	C	C	-	C	C	-	-	-	-	C	C	Subsection 15.335.03CC; chapters	
	Manufactured/mobile home park	-	-	-	-	-	C	-	C	-	-	-	-	-	C	Chapter 352	
	Multi-family, 2 units	-	-	-	P	P	P	P	P	-	-	-	-	P	P	Chapter 342	
	Muti-family, 3 or 4 Units	-	-	-	-	-	-	P	P	- P	- P	- P	- P	P	P	Chapter 345 or 348 and design review	
	Multi-family, 5 or more units	-	-	-	-	-	-	P	P	- P	- P	- P	- P	P	P	Chapter 345 or 348 and design review	

Section 2. The Lyon County Development Code, Title 15, Chapter 348, Multi-Family Residential Design Standards, Section 02, Applicability, is hereby amended as follows:

15.348.02: APPLICABILITY:

In all Residential Districts where permitted, including MFR, RMU, CMU-S, CMU-H, HMU-S, [NC](#), [CC](#), [RC](#), [TC-S](#), and EMU, multi-family residential development shall comply with the design standards of this chapter. In cases where the standards of this chapter conflict with other standards in this title, the standards of this chapter shall prevail. (Ord. 603, 11-1-2018)

Section 3. The Lyon County Development Code, Title 15, Chapter 348, Multi-Family Residential Design Standards, is hereby amended by addition of Section 12, Utilities:

15.348.12: UTILITIES

All new multi-family residential development must be connected to public water and sewer services from public utility providers. When development is proposed adjacent to existing service boundaries for public water and sewer, the developer shall request to be annexed into the applicable service boundary and bear the cost for capacity studies, infrastructure expansion, and connection fees as determined by the utility and Lyon County. The developer shall follow all requirements of the applicable utility provider.

Section 4. If any section of this ordinance or portion thereof is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such holding shall not invalidate the remaining parts of this ordinance

Section 5. All ordinances, parts of ordinances, chapters, sections, subsections, clauses, phrases or sentences contained in the Lyon County Code in conflict herewith are hereby repealed.

Section 6. This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Proposed on the ____ day of _____, 2026.

Proposed by Commissioner: _____

THIS Ordinance has been PASSED, ADOPTED and APPROVED this ____ day of _____, 2026 by the following vote of the Board of Commissioners, Lyon County:

Ayes: _____

Nays: _____

Absent: _____

Attest:

County Clerk

Chair of the Board

This ordinance shall be in force and effect from and after the ____ day of the month of _____ of the year 2026.

Amendment No. 688

Senate Amendment to Assembly Bill No. 241 First Reprint (BDR 22-65)

Proposed by: Senator Pazina

Amendment Box: Consistent with Amendment No. 687.

Amends: Summary: No Title: Yes Preamble: No Joint Sponsorship: No Digest: Yes

Adoption of this amendment will MAINTAIN the unfunded mandate not requested by the affected local government to A.B. 241 R1 (§ 1).

ASSEMBLY ACTION				Initial and Date	SENATE ACTION				Initial and Date
Adopted	☐	Lost	☐	_____	Adopted	☐	Lost	☐	_____
Concurred In	☐	Not	☐	_____	Concurred In	☐	Not	☐	_____
Receded	☐	Not	☐	_____	Receded	☐	Not	☐	_____

EXPLANATION: Matter in (1) *blue bold italics* is new language in the original bill; (2) variations of green bold underlining is language proposed to be added in this amendment; (3) ~~red-strikethrough~~ is deleted language in the original bill; (4) ~~purple double strikethrough~~ is language proposed to be deleted in this amendment; (5) orange double underlining is deleted language in the original bill proposed to be retained in this amendment.



ASSEMBLY BILL NO. 241—ASSEMBLYMEMBER JAUREGUI

FEBRUARY 17, 2025

Referred to Committee on Commerce and Labor

SUMMARY—Revises provisions relating to housing. (BDR 22-65)

FISCAL NOTE: Effect on Local Government: May have Fiscal Impact.
Effect on the State: No.

CONTAINS UNFUNDED MANDATE (§ 1)
(NOT REQUESTED BY AFFECTED LOCAL GOVERNMENT)

~

EXPLANATION – Matter in ***bolded italics*** is new; matter between brackets ~~omitted material~~ is material to be omitted.

AN ACT relating to housing; requiring the governing body of each county and city to adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use; declaring void certain county or city ordinances; authorizing the State Land Registrar to transfer, under certain circumstances, certain real property owned by the State of Nevada to certain entities without consideration; and providing other matters properly relating thereto.

Legislative Counsel's Digest:

Section 1 of this bill requires each governing body of a county or city to adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use. **Section 1** further provides that property zoned for commercial use does not include property zoned for industrial use. **Section 5** of this bill declares void any ordinance, regulation or rule of a county or city which conflicts with the provisions of this bill.

Existing law authorizes the governing body of a county or city to divide the county, city or region into zoning districts of such number, shape and area as are best suited to carry out certain purposes. Within a zoning district, the governing body may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land. (NRS 278.250) **Section 4** of this bill creates an exception to account for the requirement that the governing body of a county or city adopt an ordinance to authorize by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use pursuant to **section 1**.

Existing law requires that an action or proceeding seeking judicial relief or review from or with respect to any final action, decision or order of any governing body of a county or city be commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body. (NRS 278.0235) **Section 3** of this bill applies these provisions to **section 1**.

Section 2 of this bill makes a conforming change to apply the definitions of certain terms relating to planning and zoning to **section 1**.

Existing law requires the State Land Registrar to execute on behalf of the State of Nevada any lease, deed or other document by which any land or interest therein owned

by the State is conveyed. (NRS 321.003) Section 5.3 of this bill authorizes the State Land Registrar to transfer title to certain real property owned by the State, with certain restrictions, to Catholic Charities of Northern Nevada and the Reno-Sparks Gospel Mission. Section 5.3 provides that such a transfer is conditioned upon the Reno Redevelopment Agency entering into certain agreements with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission. Section 5.3 further provides that such agreements must require the Reno Redevelopment Agency to: (1) survey and generate a legal description for the portions of real property that the State Land Registrar is authorized to transfer to each entity; and (2) pay the costs relating to the transfer of the real properties. Section 5.5 of this bill requires the deed for the real properties to include certain restrictions and provide for the reversion of the title to the real properties under certain circumstances.

THE PEOPLE OF THE STATE OF NEVADA, REPRESENTED IN
SENATE AND ASSEMBLY, DO ENACT AS FOLLOWS:

Section 1. Chapter 278 of NRS is hereby amended by adding thereto a new section to read as follows:

1. Not later than October 1, 2026, each governing body shall adopt an ordinance that authorizes by-right a multifamily housing development or mixed-use development that includes a residential use on property zoned for commercial use.

2. As used in this section, "property zoned for commercial use" does not include property zoned for industrial use.

Sec. 2. NRS 278.010 is hereby amended to read as follows:

278.010 As used in NRS 278.010 to 278.630, inclusive, **and section 1 of this act**, unless the context otherwise requires, the words and terms defined in NRS 278.0103 to 278.0195, inclusive, have the meanings ascribed to them in those sections.

Sec. 3. NRS 278.0235 is hereby amended to read as follows:

278.0235 1. No action or proceeding may be commenced for the purpose of seeking judicial relief or review from or with respect to any final action, decision or order of any governing body, commission or board authorized by NRS 278.010 to 278.630, inclusive, **and section 1 of this act**, unless the action or proceeding is commenced within 25 days after the date of filing of notice of the final action, decision or order with the clerk or secretary of the governing body, commission or board.

2. A petitioner or cross-petitioner who is seeking judicial review must serve and file a memorandum of points and authorities within 40 days after an action is commenced.

3. The respondent or cross-petitioners shall serve and file a reply memorandum of points and authorities within 30 days after the service of the memorandum of points and authorities.

4. The petition or cross-petitioner may serve and file a reply memorandum of points and authorities within 30 days after service of the reply memorandum.

5. Within 7 days after the expiration of the time within which the petitioner is required to reply, any party may request a hearing. Unless a request for hearing has been filed, the matter shall be deemed submitted.

6. All memoranda of points and authorities filed in proceedings involving petitions for judicial review must be in the form provided for appellate briefs in Rule 28 of the Nevada Rules of Appellate Procedure.

7. The court, for good cause, may extend the times allowed in this section for filing memoranda.

Sec. 4. NRS 278.250 is hereby amended to read as follows:

278.250 1. For the purposes of NRS 278.010 to 278.630, inclusive, *and section 1 of this act*, the governing body may divide the city, county or region into zoning districts of such number, shape and area as are best suited to carry out the purposes of NRS 278.010 to 278.630, inclusive ~~[-Within]~~, *and section 1 of this act. Except as otherwise provided in section 1 of this act, within* the zoning district, it may regulate and restrict the erection, construction, reconstruction, alteration, repair or use of buildings, structures or land.

2. The zoning regulations must be adopted in accordance with the master plan for land use and be designed:

(a) To preserve the quality of air and water resources.

(b) To promote the conservation of open space and the protection of other natural and scenic resources from unreasonable impairment.

(c) To consider existing views and access to solar resources by studying the height of new buildings which will cast shadows on surrounding residential and commercial developments.

(d) To reduce the consumption of energy by encouraging the use of products and materials which maximize energy efficiency in the construction of buildings.

(e) To provide for recreational needs.

(f) To protect life and property in areas subject to floods, landslides and other natural disasters.

(g) To conform to the adopted population plan, if required by NRS 278.170.

(h) To develop a timely, orderly and efficient arrangement of transportation and public facilities and services, including public access and sidewalks for pedestrians, and facilities and services for bicycles.

(i) To ensure that the development on land is commensurate with the character and the physical limitations of the land.

(j) To take into account the immediate and long-range financial impact of the application of particular land to particular kinds of development, and the relative suitability of the land for development.

(k) To promote health and the general welfare.

(l) To ensure the development of an adequate supply of housing for the community, including the development of affordable housing.

(m) To ensure the protection of existing neighborhoods and communities, including the protection of rural preservation neighborhoods and, in counties whose population is 700,000 or more, the protection of historic neighborhoods.

(n) To promote systems which use solar or wind energy.

(o) To foster the coordination and compatibility of land uses with any military installation in the city, county or region, taking into account the location, purpose and stated mission of the military installation.

3. The zoning regulations must be adopted with reasonable consideration, among other things, to the character of the area and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the city, county or region.

4. In exercising the powers granted in this section, the governing body may use any controls relating to land use or principles of zoning that the governing body determines to be appropriate, including, without limitation, density bonuses, inclusionary zoning and minimum density zoning.

5. As used in this section:

(a) "Density bonus" means an incentive granted by a governing body to a developer of real property that authorizes the developer to build at a greater density

than would otherwise be allowed under the master plan, in exchange for an agreement by the developer to perform certain functions that the governing body determines to be socially desirable, including, without limitation, developing an area to include a certain proportion of affordable housing.

(b) "Inclusionary zoning" means a type of zoning pursuant to which a governing body requires or provides incentives to a developer who builds residential dwellings to build a certain percentage of those dwellings as affordable housing.

(c) "Minimum density zoning" means a type of zoning pursuant to which development must be carried out at or above a certain density to maintain conformance with the master plan.

Sec. 5. On and after October 1, 2026, any ordinance, regulation or rule of a county or city which conflicts with the provisions of this act is void and unenforceable.

Sec. 5.3. 1. If the Reno Redevelopment Agency enters into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, pursuant to subsection 2, the Administrator of the Division of State Lands of the State Department of Conservation and Natural Resources, as ex officio State Land Registrar, may transfer, without consideration, to:

(a) Catholic Charities of Northern Nevada, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 4 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2; and

(b) The Reno-Sparks Gospel Mission, all interest of the State of Nevada in the real property located on the western portion of the property commonly known as the Northern Nevada Adult Mental Health Services Campus, containing approximately 1.3 acres, and further described in the legal description generated by the Reno Redevelopment Agency pursuant to subsection 2.

↳ to provide community and social services to at-risk and underserved populations, including, without limitation, affordable housing, workforce housing, supportive housing, food services, supportive services and any other service for at-risk and underserved communities.

2. The Reno Redevelopment Agency shall enter into an agreement with Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, relating to the transfer of the property described in subsection 1. The agreement must require the Reno Redevelopment Agency to:

(a) Survey and generate a legal description for the real properties described in paragraphs (a) and (b) of subsection 1; and

(b) Pay the costs relating to the transfer of the real property.

Sec. 5.5. If real property is transferred pursuant to section 5.3 of this act, the deed from the State of Nevada to Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, must, subject to any easement, condition or other encumbrance of record:

1. Include restrictions:

(a) Requiring that the real property be used to provide community and social services to at-risk and underserved communities, which may include, without limitation, affordable housing, workforce housing, supportive housing, food services and any other services provided for at-risk and underserved communities; and

(b) Prohibit Catholic Charities of Northern Nevada or the Reno-Sparks Gospel Mission, as applicable, or any successors in title from transferring, leasing, encumbering or otherwise disposing of the property except pursuant to the express authority of the Legislature.

2. Provide for the reversion of the title to the property to the State of Nevada upon the breach of any restriction specified in subsection 1.

Sec. 6. The provisions of NRS 354.599 do not apply to any additional expenses of a local government that are related to the provisions of this act.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

16.a

Subject:

For Possible Action: Approve a contract between Lyon County and Public Consulting Group, in an amount not to exceed \$296,471, for services funded through the Rural Health Transformation Program to assess EMS and Human Services billing practices and identify opportunities to maximize billing revenue. (Human Services Director, Shayla Holmes)

Summary:

Through this contract, Public Consulting Group will conduct an assessment of Lyon County's EMS and Human Services billing practices to identify opportunities to improve billing processes and maximize available billing revenue. The assessment is funded through the Rural Health Transformation Program and will support the County's efforts to strengthen sustainability through Medicaid reimbursement for eligible services.

Financial Department Comments:

This is funded from a grant.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a contract between Lyon County and Public Consulting Group, in an amount not to exceed \$296,471, for services funded through the Rural Health Transformation Program to assess EMS and Human Services billing practices and identify opportunities to maximize billing revenue.

ATTACHMENTS

- [FY27 Lyon County Contract with Public Consulting Group](#)

CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR

A Contract between Lyon County, a political subdivision of the State of Nevada,
Acting By and Through Its

Board of County Commissioners
27 South Main Street, Yerington, Nevada 89447
Phone: (775) 463-6531 • Fax: (775) 463-6533

and
Public Consulting Group LLC
148 State St, 10th Floor
Boston, MA, 02109
Phone: (617) 426-2026

WHEREAS, NRS 244.1505 and NRS 244.320 authorizes counties to contract, subject to the approval of the board of county commissioners, for services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of Lyon County, a political subdivision of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Lyon County Board of County Commissioners.

2. **DEFINITIONS.** "County" means Lyon County, a political subdivision of the State of Nevada, and its Board of County Commissioners, county manager, any county department or board identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the County under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year. The County and the Independent Contractor are also referred to as "parties" in this Contract.

3. **CONTRACT TERM.** This Contract shall be effective from October 1, 2026, subject to approval by the Lyon County Board of County Commission (anticipated to be October 1, 2026), and expire on August 30, 2027, unless sooner terminated by either party as specified in paragraph (10).

4. **NOTICE.** Unless otherwise specified, termination shall not be effective until 15 calendar days after a party has served written notice of termination upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the corresponding address specified above.

5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any County specifications, terms, or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT A: SPECIFICATIONS REQUESTED BY THE COUNTY;
SCOPE OF WORK

6. CONSIDERATION. The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$296,471. The County does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a fiscal year appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of Board of County Commission appropriation may require.

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the Contract and recognize that the County is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the County no later than the first Friday in August of the same year.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the County, State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes as well as Lyon County ordinances.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the County Auditor, the relevant County agency or its contracted examiners, the Lyon County Comptroller, County Manager, the Lyon County District Attorney, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the County, or from the date of termination of the Contract, whichever is later. 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.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Non-appropriation. The continuation of this Contract beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the Lyon County Board of County Commissioners and/or federal sources. The County may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) of termination if for any reason the County or its departments or boards funding from the Lyon County Board of County Commissioners and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the County materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the County that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any elected official, department head, officer or employee of the County with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the County that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Termination for Other Reasons. The performance of this Contract by either party shall be subject to force majeure, including but not limited to acts of God, fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), curtailment of transportation facilities, or other similar occurrence beyond the control of the parties, where any of those factors, circumstances, situations, or conditions or similar ones prevent, dissuade, or unreasonably delay performance by either party, or where any of them make it illegal, impossible, inadvisable, or commercially impracticable to fully perform the terms of this Contract. This Contract may be cancelled by either party, without liability, damages, fees, or penalty, and any unused deposits or amounts paid shall be refunded, for any one or more of the above reasons, by written notice to the other party.

f. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the County;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the County;

iv. Contractor shall preserve, protect and promptly deliver into County possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs.

12. LIMITED LIABILITY. The County will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any County breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases, except as provided in paragraph 10 (e).

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the County's right to participate, the County from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the County only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the County whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the County shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the County; (4) participation or contributions by either Contractor or the County to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage provided by the County. Contractor shall indemnify and hold County harmless from, and defend County against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the County. The County and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such.

16. **INSURANCE SCHEDULE.** Unless expressly waived in writing by the County, Contractor, as an independent contractor and not an employee of the County, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The County shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before: (1) Contractor has provided the required evidence of insurance to the Contracting Agency of the County, and (2) The County has approved the insurance policies provided by the Contractor. Prior approval of the insurance policies by the County shall be a condition precedent to any payment of consideration under this Contract. County's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the County to timely approve shall not constitute a waiver of the condition.

a. **Insurance Coverage** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the County, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

- i. Final acceptance by the County of the completion of this Contract; or
- ii. Such time as the insurance is no longer required by the County under the terms of this Contract.

Any insurance or self-insurance available to the County shall be in excess of and non-contributing with any insurance required from Contractor by the County. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the County, Contractor shall provide the County with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the County in writing and immediately replace such insurance or bond with an insurer meeting the requirements.

b. **Workers' Compensation and Employer's Liability Insurance**

i. Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.

ii. Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.

iii. If this contract is for temporary or leased employees, an "Alternate Employer" endorsement must be attached to the Contractor's workers' compensation insurance policy.

iv. If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting County agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B.627 and NRS 617.210" form.

c. **Commercial General Liability Insurance**

i. Minimum Limits required:

<u>\$2,000,000.00</u>	General Aggregate
<u>\$1,000,000.00</u>	Products & Completed Operations Aggregate
<u>\$1,000,000.00</u>	Personal and Advertising Injury
<u>\$1,000,000.00</u>	Each Occurrence

ii. Coverage shall be on an occurrence basis and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil rights lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

d. **Business Automobile Liability Insurance**

i. Minimum Limit required: **\$1,000,000.00** Each Occurrence for bodily injury and property damage.

ii. Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).

- iii. If necessary, the policy shall be endorsed to provide contractual liability coverage.
- e. **Professional Liability Insurance**
 - i. Minimum Limit required: \$_____ Each Claim.
 - ii. Retroactive date: Prior to commencement of the performance of the contract.
 - iii. Discovery period: Three (3) years after termination date of contract.
 - iv. A certified copy of this policy may be required.
- f. **Umbrella or Excess Liability Insurance**
 - i. May be used to achieve the above minimum liability limits.
 - ii. Shall be endorsed to state it is "As Broad as Primary Policy"
- g. **Commercial Crime Insurance**
 - i. Minimum Limit required: \$_____ Loss for Employee Dishonesty.
 - ii. This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Contractor regardless of position or category.
- h. **Performance Security**
 - i. Amount required: \$_____
 - ii. Security may be in the form of surety bond, Certificate of Deposit or Treasury Note made payable to "Lyon County" only.
 - iii. The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
 - iv. Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.
- i. **General Requirements**
 - i. Amount required: \$_____
 - ii. **Additional Insured**: By endorsement to the general liability insurance policy evidenced by Contractor, Lyon County, its departments and boards, officers, employees and immune contractors as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
 - iii. **Waiver of Subrogation**: Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
 - iv. **Cross-Liability**: All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
 - v. **Deductibles and Self-Insured Retentions**: Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the County. Such County approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Lyon County Risk Manager and/or County Manager.
 - vi. **Policy Cancellation**: Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the County, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address shown below.
 - vii. **Approved Insurer**: Each insurance policy shall be:
 - 1. Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
 - 2. Currently rated by A.M. Best as "A-VII" or better.
- j. **Evidence of Insurance**

Prior to the start of any Work, Contractor must provide the following documents to the contracting County agency:

i. Certificate of Insurance: The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.

ii. Additional Insured Endorsement: An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the County to evidence the endorsement of the County as an additional insured per General Requirements, Subsection ii above.

iii. Schedule of Underlying Insurance Policies: If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlier Schedule from the Umbrella or Excess insurance policy may be required.

iv. Review and Approval: Documents specified above must be submitted for review and approval by the County prior to the commencement of work by Contractor. Neither approval by the County nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor's full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the County under this Contract or otherwise. The County reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

Mail all required insurance documents to the Contracting Agency identified on page one of the contract.

17. COMPLIANCE WITH LEGAL OBLIGATIONS. Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The County may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by County, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the County.

21. COUNTY OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the County and all such materials shall be delivered into County possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the County. Notwithstanding the foregoing, the County shall have no proprietary interest in any materials licensed for use by the County that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The County will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333,

provided that Contractor thereby agrees to indemnify and defend the County for honoring such a designation. The failure to so label any document that is released by the County shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

- Contractor certifies, by signing this Contract, that neither it 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 the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

- Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

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

25. LOBBYING. The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this Contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- Any federal, state, county or local agency, legislature, commission, counsel or board;
- Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

- General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

- System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the County. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multicentury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the County is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the Board of County Commissioners or its designee and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-interest that would require the application of the law of any other jurisdiction. Contractor consents to the jurisdiction of the Nevada district courts for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Board of County Commissioners or its designee.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed and intend to be legally bound thereby.



Independent Contractor's Signature

9/16/2026

Date

Practice Area Director

Independent Contractor's Title

Authorized Representative
Lyon County

Date

APPROVED BY LYON COUNTY BOARD OF COUNTY COMMISSIONERS

By: Chairman
Board of County Commissioners
Lyon County

Date

REVIEWED AS TO FORM ONLY

District Attorney

Date

Legal Counsel for Independent Contractor

Date

REVIEWED AS TO INSURANCE REQUIREMENTS

Lyon County Risk Manager

Date

Lyon County Human Services

Proposal for Funding Assessment, Roadmap, and Technical Assistance

April 17, 2026

Shayla Holmes, Director/Public Guardian

Lyon County Human Services

620 Lake Avenue (Physical Address)

PO Box 1141 (Mailing Address)

Silver Springs, NV 89429

Email: sholmes@lyon-county.org

Phone: 775-577-5009 x3301



PUBLIC
CONSULTING GROUP



Solutions that Matter

April 17, 2026

Shayla Holmes, Director/Public Guardian
Lyon County Human Services
620 Lake Avenue (Physical Address)
PO Box 1141 (Mailing Address)
Silver Springs, NV 89429
Email: sholmes@lyon-county.org
Phone: 775-577-5009 x3301

Dear Ms. Holmes,

Lyon County Human Services (LCHS) is responsible for delivering human services within a rural county structure in coordination with state agencies under Nevada's population-based statutory framework. PCG is pleased to submit this proposal to provide LCHS with a federal funding **Funding Assessment, Roadmap, and Technical Assistance**. PCG brings nearly 40 years of experience supporting human services agencies to enhance operations and fiscal management, improve access to services, optimize processes and compliance, and better serve populations in need. As LCHS reads our proposal, please note the following highlights, which make PCG unique in our ability to meet the primary goals for this engagement.

- **Extensive knowledge and proven experience helping state and county agencies identify and access federal funding.** PCG is a national leader in helping human services agencies like LCHS identify, access, and claim for services through appropriate federal funding sources (e.g., Medicaid, Title IV-E, SSBG).
- **Established relationships with Nevada Medicaid, DHS, and many Nevada counties.** Our established relationships will accelerate and enrich our team's ability to exceed the County's goals.
- **National experience with human services programs and understanding of counties like Lyon.** We have completed funding analysis projects in more than 70% of states with county-administered structures similar to Nevada (e.g., California, Colorado, Minnesota, New York, North Carolina, Ohio, Pennsylvania, Virginia, and Wisconsin).
- **Human Services and Medicaid programmatic expertise.** Human services programs are at the center of our work. We have the expertise to develop effective recommendations for the county to access more funding for these programs. We understand the interconnectedness of the programs' administration and the impact of emerging federal requirements such as the Rural Health Transformation Program.

The table below illustrates PCG's proposed timeline and costs to complete the scope of work proposed for LCHS, which includes:

- **Financial Inventory and Assessment:** A comprehensive review of services, costs, and funding sources, including alignment with Rural Health Transformation Project goals.
- **Roadmap Development:** A practical, prioritized plan outlining next steps to expand sustainable reimbursement from state, federal, and private sources.
- **Implementation Support:** Hands-on support to operationalize identified opportunities and support cost recovery in the community.

PCG's timeframes and costs are based on our experience completing similar studies in dozens of other jurisdictions nationally. Additional details about our team's qualifications and the proposed timeline, workplan, and costs are available on the following pages. We are happy to provide additional details and adjustments based on LCHS preferences and input.

148 State Street, 10th Floor, Boston, Massachusetts 02109 | (617) 426-2026 | www.publicconsultinggroup.com

FY	DESCRIPTION	ESTIMATED START DATE	ESTIMATED END DATE	COST
2027	Phases 1-4 (Funding Assessment and Roadmap)	7/1/2026	7/31/2026	\$296,471
2028	Phase 5 Technical Assistance Year 1	7/1/2027	6/30/2028	\$85,209
2029	Phase 6 Technical Assistance Year 2	7/1/2028	6/30/2029	\$85,209
	Funding Assessment, Roadmap, and Technical Assistance	7/1/2026	6/30/2029	\$466,889

We look forward to partnering with you on this important initiative for Lyon County Human Services. If you have any questions or need clarification on the contents of our proposal, please do not hesitate to contact our Engagement Manager, Joseph Carbeau, at 617-717-1075 or jcarbeau@pcqus.com.

As Practice Area Director, I am authorized to bind PCG contractually with this proposal.

Sincerely,



Kathleen Fallon
Practice Area Director

TABLE OF CONTENTS

OVERVIEW	3
PCG EXPERIENCE AND PROPOSED PROJECT TEAM	3
Project Examples	3
Proposed PCG Project Team	5
PROPOSED WORK PLAN AND BUDGET	6
PROPOSED PRICE.....	9

OVERVIEW

Lyon County Human Services (LCHS) seeks to improve its access to federal, state, and private funding to support the human services it funds. PCG will support LCHS by identifying financially viable pathways for LCHS to access additional funding through the following activities:

- **Financial Inventory and Assessment:** A comprehensive review of services, costs, and funding sources, including alignment with Rural Health Transformation Project goals.
- **Roadmap Development:** The development of a practical, prioritized plan outlining next steps to expand sustainable reimbursement from state, federal, and private sources.
- **Implementation Support:** Hands-on support to operationalize identified opportunities and support cost recovery in the community.

PCG EXPERIENCE AND PROPOSED PROJECT TEAM

Public Consulting Group LLC (PCG) is a management consulting firm that primarily serves public sector human services, health, and education agencies, as well as state, county, and municipal government clients. Established in 1986 and headquartered in Boston, Massachusetts, PCG has dedicated itself almost exclusively to the public sector for nearly 40 years and currently supports over 1,000 active contracts. The firm employs more than 2,000 professionals across the United States.

PCG’s Mission Statement: To be the market leader in delivering outstanding financial and operational results to education, health, human services, and other government clients.

PCG’s Value Proposition: For nearly 40 years, PCG has leveraged its government focus, seasoned management consulting expertise, and integrity-driven approach to deliver strong financial and operational outcomes for public sector clients.

PROJECT EXAMPLES

Below are selected examples of PCG’s relevant experience supporting financial assessments, program expansion planning, Medicaid reimbursement strategy, and rate/financial modeling. These are just a few of the many possible examples helping states and organizations develop cost and revenue estimates.



Clark County, Nevada – Family First Prevention Services Implementation

PCG supported Clark County in the implementation of the Family First Prevention Services Act (FFPSA). This included reviewing foster care placement options to assess Title IV-E claiming opportunities, analyzing funding strategies for children’s mental health services, and offering

technical assistance on evidence-based prevention services and continuous quality improvement (CQI) requirements. PCG also helped the county assess provider capacity through surveys and analyzed client needs data to guide the selection of appropriate evidence-based practices (EBPs).

In addition, PCG reviewed licensing regulations and contracts for congregate care providers, as well as child placement data, to support Qualified Residential Treatment Program (QRTF) implementation. PCG provided feedback on Prevention Plan drafts and assisted with the rollout of prevention programming. A notable effort included a detailed review of a large placement provider's campus to evaluate federal claiming options for individual cottages, mapping them to QRTF and other eligible settings to identify potential funding streams and necessary adjustments for compliance.



Hamilton County, Ohio – Children's Services Tax Levy Review, Family Services and Treatment Tax Levy Review, Indigent Care Levy Review

In **2016, 2018, 2019, 2021, 2022, and 2024**, the Hamilton County Board of Commissioners contracted with PCG to conduct tax levy assessment reviews for the programs listed above. During these reviews, PCG

- Provided operational and financial analyses of programs including benchmarking of performance against similar programs in Ohio and nationally
- Reviewed funding history and budget requests for levy services
- Benchmarked historical costs vs. budget requests for each program
- Assessed impact of federal policies on federal revenue availability and opportunities
- Made recommendations for potential tax levy cost savings, revenue enhancements, and organizational or program improvements



Missouri (MO) – Foster Adopt Connect (FAC): Program Expansion through Medicaid Credentialing, Rate Setting, and State Plan Amendment Support: PCG supported FAC in expanding its Behavior Interventionist (BI) model by completing Medicaid credentialing in Missouri and Kansas, conducting Medicaid State Plan Amendment (SPA) research, and developing rate methodology and fiscal estimates.

- **Key outcomes:** Secured FAC's Medicaid provider credentialing in Kansas and Missouri; Developed SPA research grid and draft language (approved in Kansas); Produced BI rate calculations, annualized fiscal estimates, billing recommendations, and stakeholder-facing communication materials.



Texas (TX) – Texas HHSC/DFPS: Foster Care Rate Methodology & Alternative Reimbursement Methodology Support: PCG reviewed foster care and community-based care rate adequacy, analyzed cost and contract documentation, engaged providers/stakeholders, and developed recommendations to improve rate sufficiency and alignment to child needs. PCG identified the funding sources associated with each rate and projected costs by funding source.

- **Key activities:** Conducted provider cost report analysis and policy review; Completed competitive wage and market analyses; Developed updated rates and methodology documentation. Developed a comprehensive fiscal impact analysis that outlined the funding sources and impacts to Texas by service.



City of Tempe, AZ, Department of Community Health and Human Services – Medicaid Consulting Services

In 2024, PCG was contracted by the City of Tempe, AZ to provide project management, guidance and support for the City to successfully enroll into the Arizona Health Care Cost Containment System (AHCCCS) for the Community of Health and Human Services' Crisis Response Services unit (CARE7) to bill Medicaid for crisis response services. PCG completed stakeholder interviews across City departments, reviewed the Medicaid State Plan, providers requirements, and documented the current and future state. PCG developed a roadmap to assist the City with next steps in the enrollment and implementation process.

PROPOSED PCG PROJECT TEAM

Our proposed project team has the organizational capacity, experience, and mission alignment needed to complete this assessment comprehensively and on schedule. We have included an organizational chart outlining key project roles and reporting structure. Detailed descriptions of key team members' roles and credentials are provided in the following table. **We will include additional highly qualified staff throughout the engagement** to help complete the inventory, develop the funding roadmap, and provide technical assistance. We are happy to provide resumes or additional information upon request.

TABLE 1: ORGANIZATIONAL CHART

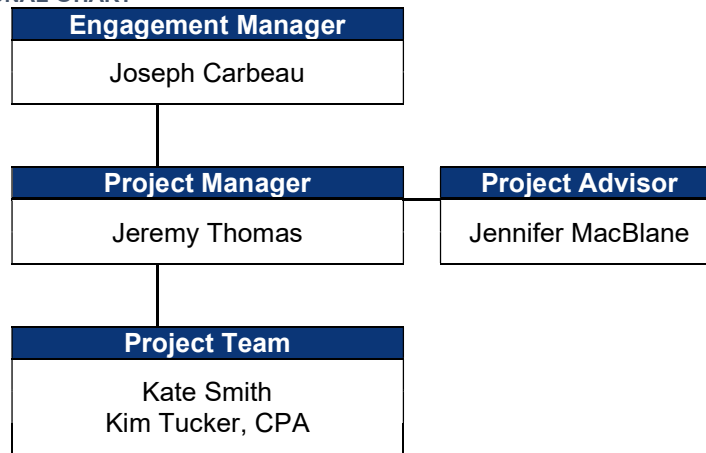


TABLE 2: TEAM ROLES, RESPONSIBILITIES AND CREDENTIALS

Team Member / Project Role	Key Responsibilities	Experience and Credentials
Joseph Carbeau, Engagement Manager	Provide leadership and strategic direction; guide the expansion analysis and funding recommendations; ensure quality and alignment to project objectives.	20+ years of industry experience, including 14+ years with PCG focused on government and nonprofit funding.
		JD, Suffolk University Law School (2015); MBA, Brandeis University (2008).
		Associate Manager overseeing PCG's human services strategic purchasing offerings.
		Licensed attorney (Massachusetts Bar), Project Management Professional (PMP).
Jen MacBlane, Project Advisor	Provide executive guidance and quality assurance; advise on behavioral health program design, systems of care, and implementation considerations;	30+ years of industry experience, including 19+ years with PCG focused on systems of care for children, families, and individuals.
		Master of Public Administration, Arizona State University (2000).

Team Member / Project Role	Key Responsibilities	Experience and Credentials
	support stakeholder engagement and refinement of recommendations.	Manager overseeing PCG's children's behavioral health and strategic purchasing/evaluation offerings.
Jeremy Thomas, Project Manager	Oversee day-to-day project operations; coordinate interviews, meetings, and stakeholder engagement; oversee data collection and analysis; track timeline and deliverables; collaborate on draft findings and recommendations.	15+ years of industry experience, including 4 years with PCG focused on government and nonprofit funding.
		Master of Public Administration (Public Policy), Evergreen State College (2016); Bachelor of Arts in Public Policy, Evergreen State College (2013).
		PCG Senior Consultant with experience managing complex financial inventory, forecasting, and rate setting projects.
Kate Smith, Deputy Project Manager	Manage day-to-day project operations and assist or lead all duties with the Project Manager. Lead stakeholder engagement across NV and Lyon County agencies/departments.	20+ years of industry experience, including 10+ years with PCG focused on child welfare and juvenile justice policies and payments.
		Master's in Public Affairs, Criminal Justice Concentration, Indiana University (2010); Bachelor's of Science, Legal Studies Concentration, Indiana University (2005)
		PCG Senior Consultant with experience managing complex policy, financial, and stakeholder engagement projects.
Kim Tucker, CPA, Lead Analyst	Lead financial and cost analysis; review financial records and cost drivers; develop assumptions and cost models; estimate incremental costs and projected revenues; support ROI analyses and sensitivity testing; document methodology and findings.	30+ years of experience conducting cost studies, rate analyses, and feasibility assessments for human services and healthcare organizations.
		Bachelor's Degree in Marketing and Accounting, Florida State University (1986/1996).
		Certified Public Accountant (Florida).

PROPOSED WORK PLAN AND BUDGET

Below are the tasks PCG proposes for the financial assessment, roadmap, and technical assistance, based on our discussion with LCHS leadership.

Year 1 (July 2026-June 2027): Funding Assessment and Roadmap

Phase 1: Initial Assessment. PCG will begin with a structured kickoff meeting to confirm scope, roles, cadence, and deliverable expectations. We will submit a formal data request to allow us to complete the financial inventory. We will focus on LCHS preferences in our initial discussions to make sure we are already formulating a roadmap that aligns with LCHS goals. We will then quickly assemble an inventory of LCHS's current programs, service lines, and available documentation. This will inform our initial data summary and inventory of the LCHS funding array.

Phase 1: Deliverable (s): Final Project Workplan, Data Request, Initial Data Summary

Phase 2: Financial Assessment. Building on the initial inventory, PCG will work with LCHS leadership to identify a targeted short list of programs for deeper financial exploration. This includes the Rural Health Transformation goals and other priority programs that LCHS would like to access. We will assess requirements and potential revenues across relevant funding streams (e.g., Medicaid State Plan and

related guidance, and other public and private sources as applicable), and develop a financial system summary that outlines how LCHS receives funding and what sources may be available to increase funding to LCHS.

Phase 2 Deliverable(s): Financial System Summary

Phase 3: Recommendations. PCG will translate the assessment results into clear, actionable recommendations that reflect both fiscal feasibility and implementation realities. We will review findings with LCHS leadership to refine priorities and package the final recommendations in a concise presentation and supporting materials that can be shared with internal leadership and external stakeholders.

Phase 3 Deliverable(s): Revenue Summary and Recommendations

Phase 4: Roadmap. PCG will work collaboratively to convert prioritized recommendations into a practical roadmap that sequences activities, clarifies dependencies, and identifies risks and mitigation strategies. This phase will include development of sustainable revenue and expenditure projections, alignment with County and State partner considerations, and a stakeholder-tested final roadmap that is designed for usability and decision-making.

Phase 4 Deliverable(s): Completed Roadmap

Years 2-3 (July 2027-June 2029): Technical Assistance

Technical Assistance (Years 1–2). Following delivery of the roadmap, PCG will provide ongoing implementation support to help LCHS operationalize priority opportunities and adapt to policy and system changes over time. Across both years, this support will include regular coordination, ad hoc technical assistance, review of emerging revenue-related policy changes, and iterative updates to forecasts and models so the roadmap remains actionable and realistic as conditions evolve.

Phase 5 Deliverable(s): Updated Roadmap(s) with New Forecast and Policy Implementation Plan

WORKPLAN AND TIMELINE

TABLE 3: WORKPLAN AND TIMELINE

#	PROJECT PHASE/TASK	ESTIMATED START DATE	ESTIMATED END DATE
1	<i>Project Initiation</i>	7/1/26	7/31/26
a	Project management (kickoff meetings, scheduling, and coordination)		
b	Submit data request		
c	Review materials and documentation		
d	Receive and review data		
f	Calculate total state spending across the continuum		
	<i>Deliverables: Final Project Workplan, Data Request, Initial Data Summary</i>		
2	<i>Analysis of Financial System</i>	8/1/26	10/31/26
a	Project management (check in meetings, scheduling, and coordination)		
b	Analyze financial data		
c	Workforce, departments, and service line mapping		
d	Review policy specific constraints (Rural Health Transformation for example)		

#	PROJECT PHASE/TASK	ESTIMATED START DATE	ESTIMATED END DATE
e	Review findings with county and state partners		
f	Prepare visual and narrative summaries of revenue and expenditures over time.		
	Deliverable: Financial System Summary		
3	Identification of Funding Opportunities	11/1/26	1/31/27
a	Project management (check in meetings, scheduling, and coordination)		
b	Review revenue systems		
c	Identify potential missed revenue		
d	Assess Medicaid billing readiness and feasibility		
e	Review findings with county and state partners		
f	Prepare visual and narrative summaries of revenue over time.		
g	Incorporate expenditures, current revenue, and potential revenue		
h	Finalize findings		
	Deliverable: Revenue Summary and Recommendations		
4	Roadmap	2/1/27	6/30/27
a	Project management (check in meetings, scheduling, and coordination)		
b	Prioritize opportunities based on cost/benefit coordination with county		
c	Develop sustainable revenue projections		
d	Develop sustainable expenditure projections		
e	Prepare final roadmap with risks and opportunities clearly identified		
f	Present draft roadmap to county stakeholders for useability and design		
	Deliverable: Completed Roadmap		
5	Technical Assistance Year 1	7/1/27	6/30/28
a	Project management (check in meetings, scheduling, and coordination)		
b	Review potential revenue policy changes		
c	Ad-hoc technical assistance		
d	Calibrate expenditure forecast		
e	Update model		
	Deliverables: Updated Roadmap with New Forecast and Policy Implementation Plan		
6	Technical Assistance Year 2	7/1/28	6/30/29
a	Project management (check in meetings, scheduling, and coordination)		
b	Review potential revenue policy changes		
c	Ad-hoc technical assistance		
d	Calibrate expenditure forecast		
e	Update model		
	Deliverables: Updated Roadmap with New Forecast and Policy Implementation Plan		

PROPOSED PRICE

PCG's proposed price for this scope of work is summarized in Table 4 below. This price estimate is based on similar work performed by PCG.

TABLE 4: PROPOSED PRICE

PHASE	DESCRIPTION	ESTIMATED START DATE	ESTIMATED END DATE	COST
1	Project Initiation	7/1/2026	7/31/2026	\$22,308
2	Analysis of Financial System	8/1/2026	10/31/2026	\$75,691
3	Identification of Funding Opportunities	11/1/2026	1/31/2027	\$74,328
4	Roadmap	2/1/2027	6/30/2027	\$124,145
5	Technical Assistance Year 1	7/1/2027	6/30/2028	\$85,209
6	Technical Assistance Year 2	7/1/2028	6/30/2029	\$85,209
	Funding Assessment, Roadmap, and Technical Assistance	7/1/2026	6/30/2029	\$466,889

TABLE 5: PROPOSED PRICE BY FISCAL YEAR

FY	DESCRIPTION	ESTIMATED START DATE	ESTIMATED END DATE	COST
2027	Phases 1-4 (Funding Assessment and Roadmap)	7/1/2026	7/31/2026	\$296,471
2028	Phase 5 Technical Assistance Year 1	7/1/2027	6/30/2028	\$85,209
2029	Phase 6 Technical Assistance Year 2	7/1/2028	6/30/2029	\$85,209
	Funding Assessment, Roadmap, and Technical Assistance	7/1/2026	6/30/2029	\$466,889

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

17.a

Subject:

For Possible Action: Approve a subaward agreement between Lyon County and Central Lyon County Fire Protection District in the amount of \$780,000 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a subaward agreement between Lyon County and Central Lyon County Fire Protection District in the amount of \$780,000 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements.

ATTACHMENTS

- [RHTP BP1 Central Lyon Subaward Agreement](#)



NOTICE OF SUBAWARD RURAL HEALTH TRANSFORMATION PROGRAM

<u>Program Name:</u> Lyon County Rural Health Transformation Program – FLEX BP1 Taylor Allison, tallison@lyon-county.org	<u>Subawardee Name:</u> Central Lyon County Fire Protection District Tim McHargue, Fire Chief tmchargue@centralfirenv.org																		
<u>Address:</u> Lyon County 27 South Main Street Yerington, NV 89447	<u>Address:</u> 246 Dayton Valley Road, Ste. 106 Dayton, NV 89403																		
<u>Contract Period:</u> October 1, 2026 – August 30, 2027	<u>Subawardee EIN#:</u> 88-0268533																		
<u>Reason for Award:</u> Delivery of Services as Per Submitted Work Plans as Part of Rural Health Transformation Program																			
<u>County(ies) to be served:</u> Lyon County (within Central Lyon County Fire Protection District boundary)																			
<u>Approved Budget Categories:</u>																			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">1. Personnel</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 70%; text-align: right;">450,000</td> </tr> <tr> <td>2. Travel</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>3. Supplies</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>4. Equipment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">330,000</td> </tr> <tr> <td>6. Training</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: right;">Total Cost</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">780,000</td> </tr> </table>		1. Personnel	\$	450,000	2. Travel	\$	0	3. Supplies	\$	0	4. Equipment	\$	330,000	6. Training	\$	0	Total Cost	\$	780,000
1. Personnel	\$	450,000																	
2. Travel	\$	0																	
3. Supplies	\$	0																	
4. Equipment	\$	330,000																	
6. Training	\$	0																	
Total Cost	\$	780,000																	
<u>Disbursement of funds will be as follows:</u> Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this Contract</i> . Total reimbursement will not exceed <u>\$780,000</u> during the Contract period.																			
<u>Source of Funds:</u>	<u>Amount:</u>	<u>% of Funds:</u>	<u>CFDA#:</u>	<u>Federal Grant #:</u>															
Federal Funds	\$780,000	100%	93.798	RHTCMS332074															
<u>Terms and Conditions</u> In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations. 2. This award is subject to the availability of appropriate funds. 3. Recipient of these funds agrees to stipulations listed in Attachments A-H of this Contract award.																			
Authorized Subawardee Official Chuck Ritter, Board President Central Lyon County Fire Protection District	Signature	Date																	
Lyon County Scott Keller, Chairman, Lyon County Board of Commissioners																			

ATTACHMENT A

GRANT CONDITIONS AND ASSURANCES

Lyon County ("County") is the subrecipient of a Notice of Subaward from the State of Nevada, Nevada Health Authority ("NVHA" or "Department"), Agency Ref. # RHT-IN226032, under the federally funded Rural Health Transformation Program ("RHT Program"), CFDA 93.798, Federal Grant # RHTCMS332074, awarded by the Centers for Medicare & Medicaid Services ("CMS") of the U.S. Department of Health and Human Services ("HHS") pursuant to Public Law 119-21, Section 71401 (the "Prime Subaward"). The County is issuing a further subaward of RHT Program funds to a regional fire protection district ("District") to carry out a portion of the Scope of Work approved under the Prime Subaward, specifically the recruitment, hiring, onboarding, and deployment of single-role EMT/Paramedic personnel and associated equipment and operations described in Section B of the Prime Subaward.

This Attachment sets out the grant conditions and assurances that flow down from the Prime Subaward and that the District must accept as a condition of receiving RHT Program funds from the County. This Attachment is incorporated into, and forms a binding part of, the subaward agreement between the County and the District (the "District Subaward Agreement"). Except as the context requires otherwise, all federal, State of Nevada, and NVHA requirements that apply to the County as a subrecipient under the Prime Subaward apply equally to the District as a sub-subrecipient, and the District assumes toward the County the same obligations the County owes to NVHA and CMS under the Prime Subaward, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds.

Terms used in this Attachment have the meanings given to them in the Prime Subaward and in 2 CFR Part 200, unless otherwise defined below. "County" refers to Lyon County acting as the pass-through entity for purposes of this Attachment. "District" refers to the fire protection district identified as the subawardee on the signature page of the District Subaward Agreement. References to "NVHA," "Department," "CMS," and "HHS" retain their meanings from the Prime Subaward and, where applicable, the District's obligations run to those entities as well as to the County.

GENERAL CONDITIONS

1. Nothing contained in the District Subaward Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the County and the District. The District shall at all times remain an independent contractor with respect to the services performed under the District Subaward Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the District is an independent entity.
2. The District shall hold harmless, defend, and indemnify the County (and, to the extent of the County's own indemnification obligations under the Prime Subaward, NVHA) from any and all claims, actions, suits, charges, and judgments whatsoever arising out of the District's performance or nonperformance of the services or subject matter called for in the District Subaward Agreement.
3. The County or the District may amend the District Subaward Agreement at any time provided the amendment specifically references the District Subaward Agreement, is executed in writing, and is signed by a duly authorized representative of both parties. No amendment shall invalidate the District Subaward Agreement or relieve either party of its obligations except as expressly modified. The County may, in its discretion, amend the District Subaward Agreement to conform with federal, State, or NVHA guidelines, policies, and available funding, or to conform with any amendment to the Prime Subaward. Amendments affecting funding, scope of services, or the schedule of activities shall be incorporated only by written amendment signed by both parties.
4. Either party may terminate the District Subaward Agreement by giving written notice to the other party specifying the effective date of termination, at least 30 days before that date. Partial terminations of the approved scope of work may be undertaken only with the prior written approval of the County. In the event of a termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the District under the District Subaward Agreement shall, at the County's option, become the property of the County, and the District shall be entitled to just and equitable compensation for satisfactory work completed prior to termination. The County may also suspend or terminate the District Subaward Agreement, in whole or in part, if the District materially fails to comply with any term of the District Subaward Agreement or any applicable rule, regulation, or provision referred to herein, and the County may declare the District ineligible for further participation in RHT Program subawards, in addition to any other remedy available by law. Where there is probable cause to believe the District is in noncompliance with applicable rules or regulations, the County may withhold funding, and shall notify NVHA of any such action consistent with the County's obligations under the Prime Subaward.

GRANT ASSURANCES

A signature on the District Subaward Agreement indicates that the District is capable of, and agrees to meet, the following requirements, and that all information provided by the District in connection with this subaward is true and correct.

1. Adopt and maintain a system of internal controls that results in the fiscal integrity and stability of the District, including use of Generally Accepted Accounting Principles (GAAP).
2. Comply with applicable insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance, consistent with the requirements imposed on the County under the Prime Subaward.
3. These grant funds will not be used to supplant existing financial support for current programs of the District.
4. **The District must obtain prior written approval from the County before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.** Prior written approval is required, at minimum, for: new or previously unapproved lower-tier subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions exceeding applicable federal, NVHA, or County thresholds. Verbal approval is not sufficient. The District proceeds with any change requiring prior approval at its own risk until written approval is issued by the County, and, where the underlying change also requires NVHA or CMS approval, until such approval has been obtained and communicated to the District by the County.
5. **The District acknowledges that the funds provided under the District Subaward Agreement are federal financial assistance funds originally awarded to the State of Nevada through CMS under the RHT Program, and subsequently subawarded to the County by NVHA.** The District agrees to comply with all federal, State, NVHA, and program-specific requirements applicable to the award, whether expressly stated in the District Subaward Agreement or incorporated by reference, including the following documents and authorities, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds:
 - the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
 - the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
 - the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;
 - the State of Nevada's CMS-approved RHT Program application, work plan, budget, and any CMS-approved revisions;
 - Public Law 119-21, Section 71401;
 - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 2 CFR Part 300 and other applicable HHS regulations;
 - the HHS Grants Policy Statement;
 - applicable HHS administrative and national policy requirements;
 - applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
 - the Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable;
 - the Prime Subaward (NVHA Agency Ref. # RHT-IN226032) and this Attachment; and
 - any additional written guidance, award condition, corrective action requirement, or approval issued by CMS, NVHA, or the County that applies to the District's subaward.
6. **The District shall perform all activities under the District Subaward Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program.** Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award. The District acknowledges that federal award requirements generally flow down to subawards and subrecipients at every tier unless a requirement expressly applies only to the prime recipient or the context clearly indicates otherwise. The District shall comply with all applicable federal requirements and shall ensure that its own contractors, consultants, and other partners comply with all applicable requirements related to the activities or funds provided under the District Subaward Agreement. In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent State, NVHA, County, or District guidance or policies. The District understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS, HHS, or NVHA oversight authorities, or any other remedy available under the District Subaward Agreement, 2 CFR Part 200, CMS award terms, or applicable law.
7. **Recovery of Funds and Disallowed Costs.** If the Federal awarding agency, Nevada Health Authority (NVHA), or Lyon County determines that funds previously disbursed or expenditures previously reimbursed under this Subaward are subject to repayment,

recoupment, or recovery, the District shall be responsible for repayment of such amounts to the extent attributable to the District's actions, omissions, noncompliance, or expenditures that are not allowable under the applicable Federal award or this Subaward. Lyon County may require the District to return funds, offset amounts against future payments, or take other corrective action as permitted by applicable law and the terms of this Subaward. The District shall cooperate with Lyon County in responding to any repayment, recoupment, recovery, audit, or corrective action requirement imposed by the Federal awarding agency, NVHA, or Lyon County. Nothing in this provision shall be construed to impose liability on the District for costs that are allowable under the applicable Federal award and this Subaward solely because of a Federal award termination, suspension, reduction, or other funding action, except to the extent that such costs are subject to repayment, recoupment, or recovery under applicable law, the Federal award, or the terms of this Subaward.

8. **The District must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements.** The District must promptly disclose to the County any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to the District Subaward Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, or partners of the District. The District must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the County's satisfaction.
9. **The District must maintain a valid Unique Entity Identifier (UEI)** and, when required, active SAM.gov registration for the period during which the District Subaward Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The District must review and update its SAM.gov information at least annually and more frequently if required by changes in information. The District must promptly provide the County with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes. Before entering into any covered procurement contract of \$40,000 or more, the District must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The District must immediately notify the County if the District, any principal, key personnel, or contractor becomes suspended, debarred, excluded, or otherwise ineligible.
10. **The District must comply with all applicable federal civil rights and nondiscrimination laws**, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under the District Subaward Agreement. The District must ensure that its contractors, consultants, and partners comply with applicable civil rights requirements.
11. **Compliance with the Americans with Disabilities Act of 1990** (P.L. 101-136), 42 U.S.C. 12101, as amended, and its implementing regulations at 28 CFR 26.101–36.999, and any relevant program-specific regulations.
12. **Compliance with Title 2 of the Code of Federal Regulations (CFR) and any applicable OMB guidance**, including audit requirements for entities that expend \$1,000,000 or more in federal awards during their fiscal year, which requires an annual audit prepared by an independent auditor in accordance with the terms and requirements of the applicable circular. The District shall promptly provide the County with the audit information requested in the Audit Information Request incorporated as part of the District Subaward Agreement.
13. **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. Any contract or lower-tier subaward of amounts in excess of \$150,000 issued by the District must contain a provision requiring the recipient to comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported by the District to the County, which will report them to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. Certification that neither the District 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, pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any amendments, superseding regulations, or subsequent applicable federal guidance.
15. **Mandatory Disclosures.** The District must promptly disclose in writing to the County any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award, immediately upon discovery, and must cooperate with the County in making any required disclosure to NVHA, CMS, and the HHS Office of Inspector General. The District must also promptly notify the County of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with the District Subaward Agreement or the federal award. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under the District Subaward Agreement, 2 CFR Part 200, or applicable federal law. The District shall provide the County, NVHA, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, and contractor records relating to the District Subaward Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604

with “Mandatory Grant Disclosures” in the subject line. The District must include this mandatory disclosure requirement in all of its own contracts funded under the District Subaward Agreement.

16. **The District must comply with all applicable federal fraud, waste, and abuse requirements.** Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS. The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into the District Subaward Agreement by reference. The District shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.
17. **Privacy and Security of Health Information.** The District must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under the District Subaward Agreement. Before beginning any applicable program activity, the District must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the District is a covered entity or business associate. The District must ensure that its contractors and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the County immediately.
18. **Employee Whistleblower Protections.** The District must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce, of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award. The District shall require its contractors to comply with these requirements where applicable.
19. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.** The District must comply with 2 CFR 200.216 and may not obligate or expend funds under the District Subaward Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law. This prohibition applies to the District and to any contractors or partners paid with funds under the District Subaward Agreement, and the District must include this requirement in all applicable lower-tier agreements and procurement documents.
20. **Bankruptcy Notification.** The District must notify the County in writing within five (5) calendar days if the District enters bankruptcy proceedings, whether voluntary or involuntary. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.
21. **Procurement and Purchasing Standards.** The District shall comply with all applicable federal, State, NVHA, and County procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under the District Subaward Agreement, including, at minimum, the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, and shall maintain written procurement procedures consistent with those requirements. The District shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, County requirements, or the District's own written procurement policies, and shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds. The District shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements and shall be fully documented and retained for monitoring and audit purposes. The District shall obtain prior written approval from the County before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, the Prime Subaward, or the District Subaward Agreement. Equipment with a per-unit acquisition cost of \$10,000 or more shall be managed in accordance with applicable federal property requirements and County instructions. In addition to any federal prior approval requirements, the District shall obtain prior written approval from the County before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under the District Subaward Agreement with a total value of \$50,000 or more.
22. **Appropriations and Salary Limitation.** The District shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by HHS or CMS. Federal funds provided under the District Subaward Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to the District Subaward Agreement. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.
23. **Five-Year Rural Service Commitment.** If any activity funded under the District Subaward Agreement provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the RHT Program's five-year rural service requirement (including, without limitation, single-role EMT/Paramedic personnel recruited, hired, onboarded, or deployed under the District's subaward), the District shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by NVHA or the County. Whether a proposed activity is subject to the five-year service commitment shall be determined by NVHA or the County.

24. **Service Commitment Monitoring Plan.** Prior to execution of the District Subaward Agreement, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the District shall submit a written Service Commitment Monitoring and Enforcement Plan to the County for review and approval (and forwarding to NVHA as required). The plan shall describe, at a minimum: (a) criteria used to identify individuals subject to the service commitment; (b) execution and maintenance of written service agreements; (c) procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation; (d) methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals; (e) procedures for identifying, documenting, and reporting noncompliance; (f) proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and (g) procedures for requesting review of any claimed extenuating circumstances. No activity requiring a five-year rural service commitment may commence until the County has approved the Monitoring and Enforcement Plan. The County may require revisions to the plan or additional monitoring requirements at any time during the subaward period to ensure compliance with CMS and NVHA requirements. The District shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the County, which shall in turn seek any necessary approval from NVHA and CMS. No waiver or release shall become effective unless and until such approval is obtained.
25. **The District acknowledges that the County shall monitor the District's performance and compliance throughout the period of performance in accordance with applicable federal, State, and NVHA requirements, including 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, the Prime Subaward, and any Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable.** The nature, frequency, and scope of monitoring shall be determined by the County based on the District's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the County determines relevant, and may include desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities. The County may modify the level or frequency of monitoring at any time based on changes in the District's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances, without requiring amendment of the District Subaward Agreement. The District acknowledges that NVHA, CMS, and HHS retain independent monitoring, audit, and oversight rights with respect to the District's use of RHT Program funds.
26. **No funding associated with this subaward will be used for lobbying.**
27. The District shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subaward.
28. The District shall provide a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
29. The District 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 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, formulation, modification, or enactment of federal, state, or local legislation or of a federal, state, or local rule, regulation, executive order, or other program, policy, or position through communication with any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or through preparing, distributing, or using publicity or propaganda, or urging members of the public to contribute to or participate in mass demonstrations, marches, rallies, fundraising drives, lobbying campaigns, or letter-writing or telephone campaigns; and legislative or executive branch liaison activities carried on in support of, or in knowing preparation for, any of the foregoing prohibited activities.
30. The District may, to the extent and in the manner authorized in its subaward, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information that is made in a speech, article, publication, or other material distributed and made available to the public, or through radio, television, cable television, or other medium of mass communication, and that is not specifically directed at any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or at any governmental official or employee involved in signing or vetoing legislation, or in introducing, formulating, modifying, or enacting a federal, state, or local rule, regulation, executive order, or other program, policy, or position. This provision does not prohibit the District from providing information directly related to the subaward, or the application for the subaward, to the County or NVHA. To comply with reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA), the District shall provide all information reasonably requested by the County to enable compliance with FFATA, including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
31. The District shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with RHT Program funds. All such public-facing documents or materials must include the following disclaimer: "This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and

Human Services (HHS) as part of a financial assistance award totaling \$179,931,608.42 with 100% funded by CMS/HHS. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government.” The District is responsible for ensuring that this disclaimer is included in all applicable materials produced by the District, its contractors, or other partners using funds under the District Subaward Agreement, and, where space allows, should also acknowledge support from Lyon County and the Nevada Health Authority through the Rural Health Transformation Program, using attribution language and logos provided by the County or NVHA. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under the District Subaward Agreement.

32. The District must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
33. If the District's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the District must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The District must provide the plan to the County upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
34. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records — including any ProQA or MIH/CP encounter documentation systems implemented under the District's scope of work — the District shall comply with applicable federal Health Information Technology and Interoperability requirements.
35. Any continuation, renewal, extension, or funding of the District Subaward Agreement beyond the current budget period is contingent upon the District's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the County's continued receipt of funding and authorization from NVHA and CMS. Neither the County nor NVHA has any obligation to provide funding beyond the amount and period expressly stated in the District Subaward Agreement.

ACKNOWLEDGEMENT

By signing the District Subaward Agreement to which this Attachment is incorporated, the District acknowledges that it has read and agrees to comply with each of the Grant Conditions and Assurances set out above, in addition to any additional terms, budget, scope of work, and reporting requirements set out in the District Subaward Agreement and its attachments.

ATTACHMENT B

Intent, Purpose, and Summary of this Subaward

The intent and purpose guiding this subaward is the execution of services as described in the federally-funded Rural Health Transformation Program in Lyon County. In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and pursuant to the laws of the State of Nevada the following is agreed upon:

1. LYON COUNTY will contract with Subgrantee to provide the services to subgrantee in the amount of \$780,000 as per the attached budget in Attachment C.
2. **Subgrantee will submit monthly for reimbursement.** These will be due to LYON COUNTY by the 10th of each month for the month preceding (i.e., November 10th for October). In addition, back-up documentation to support the monthly requests in the form of a monthly P & L, timesheets, and mileage sheets will be required. Required monthly reporting forms are provided in Attachment E.
3. LYON COUNTY and Subgrantee agree that this contract is good for October 1, 2026 – August 30, 2027.
4. LYON COUNTY and Subgrantee will jointly comply with all grant reporting requirements as outlined and requested by the Nevada Health Authority and the Centers for Medicare & Medicaid Services (CMS).
5. Each party shall have the right to terminate the subaward by giving thirty (30) days' written notice to the other party at any time. If the Subaward is terminated by either party, the parties shall take appropriate steps to address financial obligations, projects, and activities in progress in accordance with applicable Federal award requirements, this Subaward, and applicable law. No provision of this Section shall limit Lyon County's authority to withhold, recover, or require repayment of funds, or to take other corrective action, when required or permitted by applicable Federal award requirements, NVHA requirements, or applicable law.

Responsibilities of Lyon County:

1. To work in collaboration with subgrantee to successfully execute the deliverables of the Rural Health Transformation Project in the "Scope of Work" document (Attachment D).

Responsibilities of Subgrantee:

1. To work in collaboration with LYON COUNTY to successfully execute the deliverables of the Rural Health Transformation Project as outlined in the "Scope of Work" document (Attachment C).
2. The Subgrantee shall be solely responsible for all ongoing, recurring, maintenance, replacement, operational, and other costs associated with personnel, equipment, vehicles, supplies, facilities, and services funded or acquired through this Subaward after the expiration or termination of the Subaward. The Subgrantee acknowledges and agrees that acceptance of RHTP funding does not create or imply any continuing financial obligation, funding commitment, or responsibility on the part of Lyon County for the continuation, maintenance, operation, replacement, or support of the personnel, equipment, vehicles, services, or activities funded under this Subaward.

Each entity agrees to hold harmless, indemnify, and defend its respective members from and against any and all claims, demands, actions, causes of action, and litigation, financial or otherwise arising out of their independent activities or activities the agency would have undertaken whether or not the service agreement was in existence. By signing this agreement both entities agree to be active partners and agree to abide by this agreement.

Scott Keller, Chairman,
Lyon County Board of Commissioners

Subgrantee: Chuck Ritter, Board President
Central Lyon County Fire Protection District

Date

Date

ATTACHMENT C

Central Lyon County Fire Protection District “Subgrantee” agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:

Personnel Costs: \$450,000

Capital Expenditures: \$330,000

TOTAL COSTS NOT TO EXCEED \$780,000

REIMBURSEMENT shall be on the following basis:

A Request for Reimbursement will be submitted electronically to Taylor Allison (tallison@lyon-county.org) using the Request for Reimbursement form in Attachment E no later than the 10th of every month.

Requests for advance of payment will not be considered or allowed. A request must be submitted as a zero dollar request if no expenses were incurred during the month.

Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.

Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests.

The amount requested cannot exceed the amount of the actual expenditure.

Additional expenditure detail will be provided upon request from LYON COUNTY. If additional detail or copies of backup documentation are requested by LYON COUNTY the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.

Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.

Contracts, including lease agreements must be received by LYON COUNTY prior to reimbursement payments. LYON COUNTY has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.

Additionally, the subgrantee agrees to provide:

A final Request for Reimbursement to the Coalition within 5 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to LYON COUNTY at that time, or if not already requested, shall be deducted from the final award.

LYON COUNTY agrees to:

Process Requests for Reimbursement in a timely manner.

Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.

LYON COUNTY reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by LYON COUNTY.

Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of this funding. Programs receiving this funding are required to participate in both the certification and the monitor processes.

A monitor is regulatory in nature and the purpose of the LYON COUNTY monitor is to accomplish the following:
Verify that funds are being utilized as identified in grant award documents.

Ensure that LYON COUNTY funds programs in compliance with state and federal requirements and restrictions.
Identify problems or difficulties at an early point in time.

Coordinate the efficient delivery of services to Nevada's population.

EQUIPMENT AND PROPERTY REQUIREMENTS

If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.

At a minimum, the Subrecipient shall:

- Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
- Maintain an equipment inventory system that includes, at a minimum:
 - Equipment description;
 - Manufacturer, model, serial number, or other unique identifier;
 - Funding source and subaward number;
 - Acquisition date;
 - Acquisition cost;
 - Physical location;
 - Custodian or department responsible for the equipment;
 - Current condition;
 - Date and method of disposition, if applicable.
- Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
- Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
- Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
- Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
- Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
- Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
- Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
- Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
- Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
- The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
- The Department may provide disposition instructions at closeout consistent with applicable federal requirements.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award Period, 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 LYON COUNTY and/or state and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**RURAL HEALTH TRANSFORMATION PROJECT SUBAWARD
CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT
BUDGET**

Category	Expenditure	Description	Total
Personnel Costs	Salaries/Wages	Single-Role EMT/Paramedic (3.0 FTE) X \$150,000 each	\$450,000
		Total	\$450,000
Equipment	Capital Expenditure	1 Ambulance/ Mobile Integrated Health Unit (not to exceed \$330,000)	\$330,000
		Total	\$330,000
		Total Budget Amount	\$780,000

Attachment D
Scope of Work
CENTRAL LYON COUNTY FIRE PROTECTION DISTRICT

Description of Services, Scope of Work and Deliverables

Central Lyon County Fire Protection District, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: Budget Period 1 of RHT FLEX FUND 10/01/2026 – 08/30/2027

Goal 1: By August 30, 2027, Lyon County will subaward with regional fire protection districts to successfully recruit, hire, onboard, and deploy six (6) single-role EMT/Paramedic personnel to staff dedicated mobile integrated health response units, reducing over-reliance on full fire/EMS crews for lower acuity calls.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
1.1 Develop and adopt MIH/CP personnel policies, job descriptions, and operational protocols for single-role EMT/ Paramedic positions by October 31, 2026.	1. Review existing policies and identify gaps for single-role EMT/Paramedics – develop project standard operating procedures as needed 2. Draft job descriptions, scope of practice documentation, and operational protocols 3. Develop agreements/processes with partner agencies outlining referral workflows	10/31/2026	• Adopted job descriptions for single-role EMT/Paramedic positions • Agreements/SOPs for single-roles and referrals to stakeholders • Bimonthly meetings
1.2 Recruit and hire six (3) single-role EMT/Paramedic personnel by November 30, 2026	2. Hire six (6) single-role EMT/Paramedic personnel by November 30, 2026.	11/30/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • # of EMT/Paramedics on boarded
1.3 Deploy all single-role EMT/Paramedic personnel into active mobile integrated health/community paramedicine unit operations across by August 30, 2027, with each unit documenting a minimum of 10 patient encounters	2 Integrate single-role personnel into district scheduling and dispatch protocols 3 Initiate response to non-emergent and low-acuity calls 4 Document all MIH/CP encounters using standardized electronic reporting tools	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Reports on # calls for service, # patient encounters, # referrals, # follow ups

Goal 2: By August 30, 2027, Central Lyon County Fire Protection District will procure, receive, equip, and place into service a mobile integrated health (MIH) ambulances and associated equipment to support a dedicated mobile integrated health response capability to improve access to appropriate levels of care across Lyon County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
2.1 Complete procurement planning, specifications development, and vendor solicitation for ambulances and MIH/CP equipment by October 31, 2026.	1. Develop ambulance technical specifications appropriate for MIH/CP operations, including in rural/frontier terrain 2. Identify and compile list of associated supplies (PPE, wound care, consumable medical supplies) 3. Issue formal procurement documents in compliance with county, state, and federal procurement requirements 4. Evaluate vendor bids and select awardees	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed bid documents and procurement documents for 4 MIH units • Procurement timeline
2.2 Execute contracts and issue purchase orders for ambulance by December 31, 2026.	1. Finalize and execute purchase agreements with selected vendors 2. Issue purchase orders through county finance and procurement systems 3. Confirm delivery timelines and coordinate with district receiving personnel 4. Ensure compliance with grant asset tracking and reporting requirements	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed subawards with 4 fire districts (approved by County Commission and Fire Board) • Purchase orders for 4 MIH units and requested equipment (QRVs, Cardiac monitors, cots/gurneys, mechanical chest compression devices, medication inventory system, etc.)
2.3 Receive, inspect, outfit, and place into service ambulance and equipment by August 30, 2027.	1. Coordinate delivery and conduct physical inspection of all vehicles and equipment upon receipt 2. Complete final ambulance outfitting (medical supply installation, technology integration, branding/identification) 3. Conduct vehicle safety checks, apparatus inspections, and equipment testing 4. Register vehicles and update district fleet records 5. Assign each ambulance to its designated fire protection district and document operational deployment	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Inventory tracking report/fleet records

Attachment E MONTHLY REPORTING FORMS

REQUEST FOR REIMBURSEMENT

Program Name: Rural Health Transformation Program Lyon County	Subrecipient Name: Central Lyon County Fire Protection District
Address: 27 S. Main Street, Yerington, NV 89447	Address: 246 Dayton Valley Road, Ste. 106 Dayton, NV 89403
Subgrant Period: October 1, 2026 -	Subrecipient's: EIN: _____ Vendor #: _____
Reimbursement Type: (New, Amendment, Final)	

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
5 Contract/Consultant						%
5A Personnel	\$450,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
5E Capital Expenditure – (Ambulance)	\$330,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$780,000.00	\$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 _____
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OFFICE USE ONLY – LYON COUNTY – OFFICE USE ONLY	
Subrecipient contact necessary? ____ Yes ____ No	Contact Person: _____
Reason for contact: _____	
Program Review/approval date: _____	
Fiscal Review/approval date: _____	

SUBAWARD MONTHLY PROGRESS REPORT

Rural Health Transformation Program Subaward

Instructions: **Complete one report per reporting month and submit no later than the 10th of the following month**, along with the corresponding Request for Reimbursement. Report on activity occurring only within the reporting period identified below, unless a field specifically asks for a cumulative or milestone date. Attach supporting documentation as applicable.

SECTION 1 — REPORT OVERVIEW

Report Number		Reporting Period (Month)	
Organization (Subawardee)		Project Start Date	
Report Prepared By		Contact Information	

SECTION 2 — SINGLE-ROLE EMT/PARAMEDIC PERSONNEL ONBOARDING MILESTONES (Goal 1)

Report the status of these milestones as of the end of the reporting period. Once a date is reported, carry it forward on subsequent reports.

Date personnel policies, job descriptions, and operational protocols for single-role EMT/Paramedic positions completed	
Number of single-role EMT/Paramedic positions hired and onboarded (this reporting period / cumulative) <i>Report as: this period / cumulative (e.g., 2 of 3 FTE)</i>	
Date(s) single-role EMT/Paramedics started <i>List each start date and district if more than one individual started during the period</i>	

SECTION 3 — AMBULANCE & EQUIPMENT PROCUREMENT MILESTONES (Goal 2)

Date RFPs/Purchase Orders completed for ambulances	
Date ambulance is received and inspected <i>List each ambulance and the date received during the period</i>	
Date ambulance is put into service <i>List each ambulance and the date the unit was placed into service during the period</i>	

SECTION 4 — SERVICE DELIVERY DATA (This Monthly Reporting Period Only)

Report unduplicated counts for the reporting month identified in Section 1 only. Do not report cumulative totals in this section. Data should only reflect service delivery by single-role mobile integrated health ambulances that are attributable to this project and not the District's overall service delivery data.

# of Calls for Service in this reporting period	
# of Patient Encounters	

# of Emergency Transport Trips	
Emergency Transport Trips Mileage	
# of Nonemergency Transport Trips	
Nonemergency Transport Trips Mileage	
# of Referrals to Community-Based Services / Appropriate Levels of Care	
# of Patient Follow-Ups	
Total # of Unduplicated Individuals Served During Reporting Period (Monthly) <i>An individual receiving more than one encounter or service in the same month should be counted once</i>	

SECTION 5 — PROJECT COMPLETION

Complete this field only on the FINAL progress report submitted for this subaward.

Date of Project Completion <i>Include only in the final progress report</i>	
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SECTION 6 — NARRATIVE (Optional)

Briefly describe progress, barriers encountered, and any corrective actions taken during this reporting period.

CERTIFICATION

I certify to the best of my knowledge and belief that this report is true, complete, and accurate, and that the data reported reflects activities and services delivered under the approved scope of work for this subaward.

Authorized Signature		Title	
Date			

Attachment F
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? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

Attachment G
CURRENT OR FORMER STATE EMPLOYEE DISCLAIMER

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency.

Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

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

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

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

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any

Name

Services

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

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

Attachment H
BUSINESS ASSOCIATE ADDENDUM

BETWEEN

CENTRAL LYON FIRE PROTECTION DISTRICT

Hereinafter referred to as the “Covered Entity”

and

LYON COUNTY

Hereinafter referred to as the “Business Associate”

This Business Associate Agreement (“**BAA**”) is incorporated as an attachment by reference to a Subaward agreement (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the Subaward agreement) by and between the named Central Lyon County Fire Protection District (“Covered Entity”), a government entity, and Lyon County (“Business Associate”), a government entity in accordance with the meanings ascribed to the terms “Covered Entity” and “Business Associate” under 45 CFR § 160.103 et seq. (see also 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the “Parties.”

I. RECITALS

- a. Covered Entity is either a “covered entity” in its own right or a “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, “HIPAA” as may be amended or in effect at the time) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (“PHI”), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;
- d. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the “Privacy Rule”); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. “**Affiliate**” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. “**Breach**” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. “**Breach Notification Rule**” means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. “**CFR**” means the Code of Federal Regulations.
 - v. “**Data Aggregation**” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - vi. “**Designated Record Set**” has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
 - vii. “**De-Identify**” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - viii. “**Disclosure**” means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
 - ix. “**Electronic PHI**” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.

- x. **“Health Care Operations”** has the meaning given to that term in 45 CFR § 164.501.
- xi. **“Individual”** has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- xii. **“Individually Identifiable Health Information”** means health information, in any form or medium, including demographic information or inquiries 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 serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.
- xiii. **“Protected Health Information”** or **“PHI”** has the meaning given to the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **“Security Rule”** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- xvi. **“Unsecured Protected health Information”** or **“Unsecured PHI”** means any “protected health information” as defined in 45 CFR §160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).
- xvii. **“USC”** means the United States Code.

III. DATA OWNERSHIP

Business Associate’s data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act’s implementing regulations adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.
- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual 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.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, 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.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals’ rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity 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 information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps,

including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below 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 PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.
- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the Subaward agreement to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with 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.
- i. **Access to PHI by Individuals.** Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR § 164.524. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- j. **Amendment of PHI.** Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR § 164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- k. **Accounting of Disclosures.** Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes

the basis for such disclosure. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

- l. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.
- m. **Training.** Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. 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; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be retrained at least annually thereafter. 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.
- n. **Litigation or Administrative Proceedings.** Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to 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 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. Nothing herein limits or abrogates Business Associate's obligation under the Subaward agreement to which this BAA is incorporated to defend and indemnify Covered Entity.
- o. **Policies and Procedures.** Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.
- p. **Privacy and Security Officer(s).** Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of 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 Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

- a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:
 - i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

- a. This BAA as an incorporated attachment to the subaward is effective upon the date of the agreement and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if no feasibly destroyed, protections are extended by Business Associate to such information.
- b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the Lyon County subaward agreement to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.
- c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the Subaward agreement to which this BAA is incorporated and related cure opportunity deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.
- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those

purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the Lyon County subaward agreement to which it is incorporated.

VII. HITECH ACT COMPLIANCE

- a. The parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized Subaward agreement Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the subaward agreement to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the subaward agreement between the Parties and in accordance with the order of precedence set forth in the subaward agreement except where federal law may preempt Nevada law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intended to be legally bound thereby.

BUSINESS ASSOCIATE

Authorized Official Signature

Date

Printed Name, Title

COVERED ENTITY

Authorized Official Signature

Date

Printed Name, Title

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: October 1, 2026

Agenda Item Number:

17.b

Subject:

For Possible Action: Approve a subaward agreement between Lyon County and Mason Valley Fire Protection District in the amount of \$420,000 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

Summary:

Financial Department Comments:

This is completely grant-funded.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a subaward agreement between Lyon County and Mason Valley Fire Protection District in the amount of \$420,000 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements.

ATTACHMENTS

- [RHTP BP1 Mason Valley Subaward Agreement](#)



NOTICE OF SUBAWARD RURAL HEALTH TRANSFORMATION PROGRAM

Program Name: Lyon County Rural Health Transformation Program – FLEX BP1 Taylor Allison, tallison@lyon-county.org	Subawardee Name: Mason Valley Fire Protection District Scott Draper, Fire Chief sdraper@masonvalleyfire.org																		
Address: Lyon County 27 South Main Street Yerington, NV 89447	Address: 118 S. Main Street Yerington, NV 89447																		
Contract Period: October 1, 2026 – August 30, 2027	Subawardee EIN#: 88-0419127																		
Reason for Award: Delivery of Services as Per Submitted Work Plans as Part of Rural Health Transformation Program																			
County(ies) to be served: Lyon County (within Mason Valley Fire Protection District boundary)																			
Approved Budget Categories:																			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Personnel</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">90,000</td> </tr> <tr> <td>2. Travel</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>3. Supplies</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>4. Equipment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">330,000</td> </tr> <tr> <td>6. Training</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: right;">Total Cost</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">420,000</td> </tr> </table>		1. Personnel	\$	90,000	2. Travel	\$	0	3. Supplies	\$	0	4. Equipment	\$	330,000	6. Training	\$	0	Total Cost	\$	420,000
1. Personnel	\$	90,000																	
2. Travel	\$	0																	
3. Supplies	\$	0																	
4. Equipment	\$	330,000																	
6. Training	\$	0																	
Total Cost	\$	420,000																	
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this Contract</i> . Total reimbursement will not exceed <u>\$420,000</u> during the Contract period.																			
Source of Funds:	Amount:	% of Funds:	CFDA#:	Federal Grant #:															
Federal Funds	\$420,000	100%	93.798	RHTCMS332074															
Terms and Conditions In accepting these grant funds, it is understood that: - Expenditures must comply with appropriate state and/or federal regulations. - This award is subject to the availability of appropriate funds. - Recipient of these funds agrees to stipulations listed in Attachments A-H of this Contract award.																			
Authorized Subawardee Official Scott Draper, Fire Chief Mason Valley County Fire Protection District	Signature	Date																	
Lyon County Scott Keller, Chairman, Lyon County Board of Commissioners																			

ATTACHMENT A

GRANT CONDITIONS AND ASSURANCES

Lyon County ("County") is the subrecipient of a Notice of Subaward from the State of Nevada, Nevada Health Authority ("NVHA" or "Department"), Agency Ref. # RHT-IN226032, under the federally funded Rural Health Transformation Program ("RHT Program"), CFDA 93.798, Federal Grant # RHTCMS332074, awarded by the Centers for Medicare & Medicaid Services ("CMS") of the U.S. Department of Health and Human Services ("HHS") pursuant to Public Law 119-21, Section 71401 (the "Prime Subaward"). The County is issuing a further subaward of RHT Program funds to a regional fire protection district ("District") to carry out a portion of the Scope of Work approved under the Prime Subaward, specifically the recruitment, hiring, onboarding, and deployment of single-role EMT/Paramedic personnel and associated equipment and operations described in Section B of the Prime Subaward.

This Attachment sets out the grant conditions and assurances that flow down from the Prime Subaward and that the District must accept as a condition of receiving RHT Program funds from the County. This Attachment is incorporated into, and forms a binding part of, the subaward agreement between the County and the District (the "District Subaward Agreement"). Except as the context requires otherwise, all federal, State of Nevada, and NVHA requirements that apply to the County as a subrecipient under the Prime Subaward apply equally to the District as a sub-subrecipient, and the District assumes toward the County the same obligations the County owes to NVHA and CMS under the Prime Subaward, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds.

Terms used in this Attachment have the meanings given to them in the Prime Subaward and in 2 CFR Part 200, unless otherwise defined below. "County" refers to Lyon County acting as the pass-through entity for purposes of this Attachment. "District" refers to the fire protection district identified as the subawardee on the signature page of the District Subaward Agreement. References to "NVHA," "Department," "CMS," and "HHS" retain their meanings from the Prime Subaward and, where applicable, the District's obligations run to those entities as well as to the County.

GENERAL CONDITIONS

1. Nothing contained in the District Subaward Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the County and the District. The District shall at all times remain an independent contractor with respect to the services performed under the District Subaward Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the District is an independent entity.
2. The District shall hold harmless, defend, and indemnify the County (and, to the extent of the County's own indemnification obligations under the Prime Subaward, NVHA) from any and all claims, actions, suits, charges, and judgments whatsoever arising out of the District's performance or nonperformance of the services or subject matter called for in the District Subaward Agreement.
3. The County or the District may amend the District Subaward Agreement at any time provided the amendment specifically references the District Subaward Agreement, is executed in writing, and is signed by a duly authorized representative of both parties. No amendment shall invalidate the District Subaward Agreement or relieve either party of its obligations except as expressly modified. The County may, in its discretion, amend the District Subaward Agreement to conform with federal, State, or NVHA guidelines, policies, and available funding, or to conform with any amendment to the Prime Subaward. Amendments affecting funding, scope of services, or the schedule of activities shall be incorporated only by written amendment signed by both parties.
4. Either party may terminate the District Subaward Agreement by giving written notice to the other party specifying the effective date of termination, at least 30 days before that date. Partial terminations of the approved scope of work may be undertaken only with the prior written approval of the County. In the event of a termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the District under the District Subaward Agreement shall, at the County's option, become the property of the County, and the District shall be entitled to just and equitable compensation for satisfactory work completed prior to termination. The County may also suspend or terminate the District Subaward Agreement, in whole or in part, if the District materially fails to comply with any term of the District Subaward Agreement or any applicable rule, regulation, or provision referred to herein, and the County may declare the District ineligible for further participation in RHT Program subawards, in addition to any other remedy available by law. Where there is probable cause to believe the District is in noncompliance with applicable rules or regulations, the County may withhold funding, and shall notify NVHA of any such action consistent with the County's obligations under the Prime Subaward.

GRANT ASSURANCES

A signature on the District Subaward Agreement indicates that the District is capable of, and agrees to meet, the following requirements, and that all information provided by the District in connection with this subaward is true and correct.

1. Adopt and maintain a system of internal controls that results in the fiscal integrity and stability of the District, including use of Generally Accepted Accounting Principles (GAAP).
2. Comply with applicable insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance, consistent with the requirements imposed on the County under the Prime Subaward.
3. These grant funds will not be used to supplant existing financial support for current programs of the District.
4. **The District must obtain prior written approval from the County before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.** Prior written approval is required, at minimum, for: new or previously unapproved lower-tier subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions exceeding applicable federal, NVHA, or County thresholds. Verbal approval is not sufficient. The District proceeds with any change requiring prior approval at its own risk until written approval is issued by the County, and, where the underlying change also requires NVHA or CMS approval, until such approval has been obtained and communicated to the District by the County.
5. **The District acknowledges that the funds provided under the District Subaward Agreement are federal financial assistance funds originally awarded to the State of Nevada through CMS under the RHT Program, and subsequently subawarded to the County by NVHA.** The District agrees to comply with all federal, State, NVHA, and program-specific requirements applicable to the award, whether expressly stated in the District Subaward Agreement or incorporated by reference, including the following documents and authorities, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds:
 - the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
 - the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
 - the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;
 - the State of Nevada's CMS-approved RHT Program application, work plan, budget, and any CMS-approved revisions;
 - Public Law 119-21, Section 71401;
 - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 2 CFR Part 300 and other applicable HHS regulations;
 - the HHS Grants Policy Statement;
 - applicable HHS administrative and national policy requirements;
 - applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
 - the Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable;
 - the Prime Subaward (NVHA Agency Ref. # RHT-IN226032) and this Attachment; and
 - any additional written guidance, award condition, corrective action requirement, or approval issued by CMS, NVHA, or the County that applies to the District's subaward.
6. **The District shall perform all activities under the District Subaward Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program.** Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award. The District acknowledges that federal award requirements generally flow down to subawards and subrecipients at every tier unless a requirement expressly applies only to the prime recipient or the context clearly indicates otherwise. The District shall comply with all applicable federal requirements and shall ensure that its own contractors, consultants, and other partners comply with all applicable requirements related to the activities or funds provided under the District Subaward Agreement. In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent State, NVHA, County, or District guidance or policies. The District understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS, HHS, or NVHA oversight authorities, or any other remedy available under the District Subaward Agreement, 2 CFR Part 200, CMS award terms, or applicable law.
7. **Recovery of Funds and Disallowed Costs.** If the Federal awarding agency, Nevada Health Authority (NVHA), or Lyon County determines that funds previously disbursed or expenditures previously reimbursed under this Subaward are subject to repayment,

recoupment, or recovery, the District shall be responsible for repayment of such amounts to the extent attributable to the District's actions, omissions, noncompliance, or expenditures that are not allowable under the applicable Federal award or this Subaward. Lyon County may require the District to return funds, offset amounts against future payments, or take other corrective action as permitted by applicable law and the terms of this Subaward. The District shall cooperate with Lyon County in responding to any repayment, recoupment, recovery, audit, or corrective action requirement imposed by the Federal awarding agency, NVHA, or Lyon County. Nothing in this provision shall be construed to impose liability on the District for costs that are allowable under the applicable Federal award and this Subaward solely because of a Federal award termination, suspension, reduction, or other funding action, except to the extent that such costs are subject to repayment, recoupment, or recovery under applicable law, the Federal award, or the terms of this Subaward.

8. **The District must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements.** The District must promptly disclose to the County any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to the District Subaward Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, or partners of the District. The District must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the County's satisfaction.
9. **The District must maintain a valid Unique Entity Identifier (UEI)** and, when required, active SAM.gov registration for the period during which the District Subaward Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The District must review and update its SAM.gov information at least annually and more frequently if required by changes in information. The District must promptly provide the County with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes. Before entering into any covered procurement contract of \$40,000 or more, the District must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The District must immediately notify the County if the District, any principal, key personnel, or contractor becomes suspended, debarred, excluded, or otherwise ineligible.
10. **The District must comply with all applicable federal civil rights and nondiscrimination laws**, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under the District Subaward Agreement. The District must ensure that its contractors, consultants, and partners comply with applicable civil rights requirements.
11. **Compliance with the Americans with Disabilities Act of 1990** (P.L. 101-136), 42 U.S.C. 12101, as amended, and its implementing regulations at 28 CFR 26.101–36.999, and any relevant program-specific regulations.
12. **Compliance with Title 2 of the Code of Federal Regulations (CFR) and any applicable OMB guidance**, including audit requirements for entities that expend \$1,000,000 or more in federal awards during their fiscal year, which requires an annual audit prepared by an independent auditor in accordance with the terms and requirements of the applicable circular. The District shall promptly provide the County with the audit information requested in the Audit Information Request incorporated as part of the District Subaward Agreement.
13. **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. Any contract or lower-tier subaward of amounts in excess of \$150,000 issued by the District must contain a provision requiring the recipient to comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported by the District to the County, which will report them to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. Certification that neither the District 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, pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any amendments, superseding regulations, or subsequent applicable federal guidance.
15. **Mandatory Disclosures.** The District must promptly disclose in writing to the County any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award, immediately upon discovery, and must cooperate with the County in making any required disclosure to NVHA, CMS, and the HHS Office of Inspector General. The District must also promptly notify the County of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with the District Subaward Agreement or the federal award. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under the District Subaward Agreement, 2 CFR Part 200, or applicable federal law. The District shall provide the County, NVHA, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, and contractor records relating to the District Subaward Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604

with “Mandatory Grant Disclosures” in the subject line. The District must include this mandatory disclosure requirement in all of its own contracts funded under the District Subaward Agreement.

16. **The District must comply with all applicable federal fraud, waste, and abuse requirements.** Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS. The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into the District Subaward Agreement by reference. The District shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.
17. **Privacy and Security of Health Information.** The District must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under the District Subaward Agreement. Before beginning any applicable program activity, the District must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the District is a covered entity or business associate. The District must ensure that its contractors and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the County immediately.
18. **Employee Whistleblower Protections.** The District must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce, of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award. The District shall require its contractors to comply with these requirements where applicable.
19. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.** The District must comply with 2 CFR 200.216 and may not obligate or expend funds under the District Subaward Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law. This prohibition applies to the District and to any contractors or partners paid with funds under the District Subaward Agreement, and the District must include this requirement in all applicable lower-tier agreements and procurement documents.
20. **Bankruptcy Notification.** The District must notify the County in writing within five (5) calendar days if the District enters bankruptcy proceedings, whether voluntary or involuntary. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.
21. **Procurement and Purchasing Standards.** The District shall comply with all applicable federal, State, NVHA, and County procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under the District Subaward Agreement, including, at minimum, the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, and shall maintain written procurement procedures consistent with those requirements. The District shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, County requirements, or the District's own written procurement policies, and shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds. The District shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements and shall be fully documented and retained for monitoring and audit purposes. The District shall obtain prior written approval from the County before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, the Prime Subaward, or the District Subaward Agreement. Equipment with a per-unit acquisition cost of \$10,000 or more shall be managed in accordance with applicable federal property requirements and County instructions. In addition to any federal prior approval requirements, the District shall obtain prior written approval from the County before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under the District Subaward Agreement with a total value of \$50,000 or more.
22. **Appropriations and Salary Limitation.** The District shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by HHS or CMS. Federal funds provided under the District Subaward Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to the District Subaward Agreement. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.
23. **Five-Year Rural Service Commitment.** If any activity funded under the District Subaward Agreement provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the RHT Program's five-year rural service requirement (including, without limitation, single-role EMT/Paramedic personnel recruited, hired, onboarded, or deployed under the District's subaward), the District shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by NVHA or the County. Whether a proposed activity is subject to the five-year service commitment shall be determined by NVHA or the County.

24. **Service Commitment Monitoring Plan.** Prior to execution of the District Subaward Agreement, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the District shall submit a written Service Commitment Monitoring and Enforcement Plan to the County for review and approval (and forwarding to NVHA as required). The plan shall describe, at a minimum: (a) criteria used to identify individuals subject to the service commitment; (b) execution and maintenance of written service agreements; (c) procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation; (d) methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals; (e) procedures for identifying, documenting, and reporting noncompliance; (f) proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and (g) procedures for requesting review of any claimed extenuating circumstances. No activity requiring a five-year rural service commitment may commence until the County has approved the Monitoring and Enforcement Plan. The County may require revisions to the plan or additional monitoring requirements at any time during the subaward period to ensure compliance with CMS and NVHA requirements. The District shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the County, which shall in turn seek any necessary approval from NVHA and CMS. No waiver or release shall become effective unless and until such approval is obtained.
25. **The District acknowledges that the County shall monitor the District's performance and compliance throughout the period of performance in accordance with applicable federal, State, and NVHA requirements, including 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, the Prime Subaward, and any Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable.** The nature, frequency, and scope of monitoring shall be determined by the County based on the District's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the County determines relevant, and may include desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities. The County may modify the level or frequency of monitoring at any time based on changes in the District's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances, without requiring amendment of the District Subaward Agreement. The District acknowledges that NVHA, CMS, and HHS retain independent monitoring, audit, and oversight rights with respect to the District's use of RHT Program funds.
26. **No funding associated with this subaward will be used for lobbying.**
27. The District shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subaward.
28. The District shall provide a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
29. The District 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 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, formulation, modification, or enactment of federal, state, or local legislation or of a federal, state, or local rule, regulation, executive order, or other program, policy, or position through communication with any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or through preparing, distributing, or using publicity or propaganda, or urging members of the public to contribute to or participate in mass demonstrations, marches, rallies, fundraising drives, lobbying campaigns, or letter-writing or telephone campaigns; and legislative or executive branch liaison activities carried on in support of, or in knowing preparation for, any of the foregoing prohibited activities.
30. The District may, to the extent and in the manner authorized in its subaward, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information that is made in a speech, article, publication, or other material distributed and made available to the public, or through radio, television, cable television, or other medium of mass communication, and that is not specifically directed at any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or at any governmental official or employee involved in signing or vetoing legislation, or in introducing, formulating, modifying, or enacting a federal, state, or local rule, regulation, executive order, or other program, policy, or position. This provision does not prohibit the District from providing information directly related to the subaward, or the application for the subaward, to the County or NVHA. To comply with reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA), the District shall provide all information reasonably requested by the County to enable compliance with FFATA, including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
31. The District shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with RHT Program funds. All such public-facing documents or materials must include the following disclaimer: "This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and

Human Services (HHS) as part of a financial assistance award totaling \$179,931,608.42 with 100% funded by CMS/HHS. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government.” The District is responsible for ensuring that this disclaimer is included in all applicable materials produced by the District, its contractors, or other partners using funds under the District Subaward Agreement, and, where space allows, should also acknowledge support from Lyon County and the Nevada Health Authority through the Rural Health Transformation Program, using attribution language and logos provided by the County or NVHA. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under the District Subaward Agreement.

32. The District must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
33. If the District's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the District must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The District must provide the plan to the County upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
34. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records — including any ProQA or MIH/CP encounter documentation systems implemented under the District's scope of work — the District shall comply with applicable federal Health Information Technology and Interoperability requirements.
35. Any continuation, renewal, extension, or funding of the District Subaward Agreement beyond the current budget period is contingent upon the District's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the County's continued receipt of funding and authorization from NVHA and CMS. Neither the County nor NVHA has any obligation to provide funding beyond the amount and period expressly stated in the District Subaward Agreement.

ACKNOWLEDGEMENT

By signing the District Subaward Agreement to which this Attachment is incorporated, the District acknowledges that it has read and agrees to comply with each of the Grant Conditions and Assurances set out above, in addition to any additional terms, budget, scope of work, and reporting requirements set out in the District Subaward Agreement and its attachments.

ATTACHMENT B

Intent, Purpose, and Summary of this Subaward

The intent and purpose guiding this subaward is the execution of services as described in the federally-funded Rural Health Transformation Program in Lyon County. In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and pursuant to the laws of the State of Nevada the following is agreed upon:

1. LYON COUNTY will contract with Subgrantee to provide the services to subgrantee in the amount of \$420,000 as per the attached budget in Attachment C.
2. **Subgrantee will submit monthly for reimbursement.** These will be due to LYON COUNTY by the 10th of each month for the month preceding (i.e., November 10th for October). In addition, back-up documentation to support the monthly requests in the form of a monthly P & L, timesheets, and mileage sheets will be required. Required monthly reporting forms are provided in Attachment E.
3. LYON COUNTY and Subgrantee agree that this contract is good for October 1, 2026 – August 30, 2027.
4. LYON COUNTY and Subgrantee will jointly comply with all grant reporting requirements as outlined and requested by the Nevada Health Authority and the Centers for Medicare & Medicaid Services (CMS).
5. Each party shall have the right to terminate the subaward by giving thirty (30) days' written notice to the other party at any time. If the Subaward is terminated by either party, the parties shall take appropriate steps to address financial obligations, projects, and activities in progress in accordance with applicable Federal award requirements, this Subaward, and applicable law. No provision of this Section shall limit Lyon County's authority to withhold, recover, or require repayment of funds, or to take other corrective action, when required or permitted by applicable Federal award requirements, NVHA requirements, or applicable law.

Responsibilities of Lyon County:

1. To work in collaboration with subgrantee to successfully execute the deliverables of the Rural Health Transformation Project in the "Scope of Work" document (Attachment D).

Responsibilities of Subgrantee:

1. To work in collaboration with LYON COUNTY to successfully execute the deliverables of the Rural Health Transformation Project as outlined in the "Scope of Work" document (Attachment C).
2. The Subgrantee shall be solely responsible for all ongoing, recurring, maintenance, replacement, operational, and other costs associated with personnel, equipment, vehicles, supplies, facilities, and services funded or acquired through this Subaward after the expiration or termination of the Subaward. The Subgrantee acknowledges and agrees that acceptance of RHTP funding does not create or imply any continuing financial obligation, funding commitment, or responsibility on the part of Lyon County for the continuation, maintenance, operation, replacement, or support of the personnel, equipment, vehicles, services, or activities funded under this Subaward.

Each entity agrees to hold harmless, indemnify, and defend its respective members from and against any and all claims, demands, actions, causes of action, and litigation, financial or otherwise arising out of their independent activities or activities the agency would have undertaken whether or not the service agreement was in existence. By signing this agreement both entities agree to be active partners and agree to abide by this agreement.

Scott Keller, Chairman,
Lyon County Board of Commissioners

Subgrantee: Scott Draper, Fire Chief
Mason Valley Fire Protection District

Date

Date

ATTACHMENT C

Mason Valley Fire Protection District “Subgrantee” agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:

Personnel Costs: \$90,000

Capital Expenditures: \$330,000

TOTAL COSTS NOT TO EXCEED \$420,000

REIMBURSEMENT shall be on the following basis:

A Request for Reimbursement will be submitted electronically to Taylor Allison (tallison@lyon-county.org) using the Request for Reimbursement form in Attachment E no later than the 10th of every month.

Requests for advance of payment will not be considered or allowed. A request must be submitted as a zero dollar request if no expenses were incurred during the month.

Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.

Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests.

The amount requested cannot exceed the amount of the actual expenditure.

Additional expenditure detail will be provided upon request from LYON COUNTY. If additional detail or copies of backup documentation are requested by LYON COUNTY the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.

Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.

Contracts, including lease agreements must be received by LYON COUNTY prior to reimbursement payments. LYON COUNTY has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.

Additionally, the subgrantee agrees to provide:

A final Request for Reimbursement to the Coalition within 5 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to LYON COUNTY at that time, or if not already requested, shall be deducted from the final award.

LYON COUNTY agrees to:

Process Requests for Reimbursement in a timely manner.

Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.

LYON COUNTY reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by LYON COUNTY.

Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of this funding. Programs receiving this funding are required to participate in both the certification and the monitor processes.

A monitor is regulatory in nature and the purpose of the LYON COUNTY monitor is to accomplish the following:
Verify that funds are being utilized as identified in grant award documents.

Ensure that LYON COUNTY funds programs in compliance with state and federal requirements and restrictions.
Identify problems or difficulties at an early point in time.

Coordinate the efficient delivery of services to Nevada's population.

EQUIPMENT AND PROPERTY REQUIREMENTS

If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.

At a minimum, the Subrecipient shall:

- Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
- Maintain an equipment inventory system that includes, at a minimum:
 - Equipment description;
 - Manufacturer, model, serial number, or other unique identifier;
 - Funding source and subaward number;
 - Acquisition date;
 - Acquisition cost;
 - Physical location;
 - Custodian or department responsible for the equipment;
 - Current condition;
 - Date and method of disposition, if applicable.
- Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
- Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
- Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
- Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
- Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
- Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
- Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
- Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
- Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
- The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
- The Department may provide disposition instructions at closeout consistent with applicable federal requirements.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award Period, 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 LYON COUNTY and/or state and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**RURAL HEALTH TRANSFORMATION PROJECT SUBAWARD
MASON VALLEY FIRE PROTECTION DISTRICT
BUDGET**

Category	Expenditure	Description	Total
Personnel Costs	Salaries/Wages	Single-Role EMT/Paramedic (1.0 FTE) X \$90,000 each	\$90,000
		Total	\$90,000
Equipment	Capital Expenditure	1 Ambulance/ Mobile Integrated Health Unit (not to exceed \$330,000)	\$330,000
		Total	\$330,000
		Total Budget Amount	\$420,000

Attachment D
Scope of Work
MASON VALLEY FIRE PROTECTION DISTRICT

Description of Services, Scope of Work and Deliverables

Mason Valley Fire Protection District, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: Budget Period 1 of RHT FLEX FUND 10/01/2026 – 08/30/2027

Goal 1: By August 30, 2027, Lyon County will subaward with regional fire protection districts to successfully recruit, hire, onboard, and deploy six (6) single-role EMT/Paramedic personnel to staff dedicated mobile integrated health response units, reducing over-reliance on full fire/EMS crews for lower acuity calls.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
1.1 Develop and adopt MIH/CP personnel policies, job descriptions, and operational protocols for single-role EMT/ Paramedic position by October 31, 2026.	1. Review existing policies and identify gaps for single-role EMT/Paramedics – develop project standard operating procedures as needed 2. Draft job descriptions, scope of practice documentation, and operational protocols 3. Develop agreements/processes with partner agencies outlining referral workflows	10/31/2026	• Adopted job descriptions for single-role EMT/Paramedic positions • Agreements/SOPs for single-roles and referrals to stakeholders • Bimonthly meetings
1.2 Recruit and hire one (1) single-role EMT/Paramedic personnel by November 30, 2026	2. Hire one (1) single-role EMT/Paramedic personnel by November 30, 2026.	11/30/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • # of EMT/Paramedics on boarded
1.3 Deploy single-role EMT/Paramedic personnel into active mobile integrated health/community paramedicine unit operations across by August 30, 2027, with each unit documenting a minimum of 10 patient encounters	2. Integrate single-role personnel into district scheduling and dispatch protocols 3. Initiate response to non-emergent and low-acuity calls 4. Document all MIH/CP encounters using standardized electronic reporting tools	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Reports on # calls for service, # patient encounters, # referrals, # follow ups

Goal 2: By August 30, 2027, Mason Valley Fire Protection District will procure, receive, equip, and place into service a mobile integrated health (MIH) ambulances and associated equipment to support a dedicated mobile integrated health response capability to improve access to appropriate levels of care across Lyon County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
2.1 Complete procurement planning, specifications development, and vendor solicitation for ambulances and MIH/CP equipment by October 31, 2026.	1. Develop ambulance technical specifications appropriate for MIH/CP operations, including in rural/frontier terrain 2. Identify and compile list of associated supplies (PPE, wound care, consumable medical supplies) 3. Issue formal procurement documents in compliance with county, state, and federal procurement requirements 4. Evaluate vendor bids and select awardees	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed bid documents and procurement documents for 4 MIH units • Procurement timeline
2.2 Execute contracts and issue purchase orders for ambulance by December 31, 2026.	1. Finalize and execute purchase agreements with selected vendors 2. Issue purchase orders through county finance and procurement systems 3. Confirm delivery timelines and coordinate with district receiving personnel 4. Ensure compliance with grant asset tracking and reporting requirements	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed subawards with 4 fire districts (approved by County Commission and Fire Board) • Purchase orders for 4 MIH units and requested equipment (QRVs, Cardiac monitors, cots/gurneys, mechanical chest compression devices, medication inventory system, etc.)
2.3 Receive, inspect, outfit, and place into service ambulance and equipment by August 30, 2027.	1. Coordinate delivery and conduct physical inspection of all vehicles and equipment upon receipt 2. Complete final ambulance outfitting (medical supply installation, technology integration, branding/identification) 3. Conduct vehicle safety checks, apparatus inspections, and equipment testing 4. Register vehicles and update district fleet records 5. Assign each ambulance to its designated fire protection district and document operational deployment	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Inventory tracking report/fleet records

Attachment E MONTHLY REPORTING FORMS

REQUEST FOR REIMBURSEMENT

Program Name: Rural Health Transformation Program Lyon County				Subrecipient Name: Mason Valley Fire Protection District		
Address: 27 S. Main Street, Yerington, NV 89447				Address: 118 S Main Street Yerington, NV 89447		
Subgrant Period: October 1, 2026 – August 30, 2027				Subrecipient's: EIN: _____ Vendor #: _____		
Reimbursement Type: (New, Amendment, Final)						
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
5 Contract/Consultant						%
5A Personnel	\$90,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
5E Capital Expenditure – (Ambulance)	\$330,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$420,000.00	\$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 _____	
OFFICE USE ONLY – LYON COUNTY – OFFICE USE ONLY						
Subrecipient contact necessary? ____ Yes ____ No Contact Person: _____						
Reason for contact: _____						
Program Review/approval date: _____						
Fiscal Review/approval date: _____						

SUBAWARD MONTHLY PROGRESS REPORT

Rural Health Transformation Program Subaward

Instructions: **Complete one report per reporting month and submit no later than the 10th of the following month, along with the corresponding Request for Reimbursement. Report on activity occurring only within the reporting period identified below, unless a field specifically asks for a cumulative or milestone date. Attach supporting documentation as applicable.**

SECTION 1 — REPORT OVERVIEW

Report Number		Reporting Period (Month)	
Organization (Subawardee)		Project Start Date	
Report Prepared By		Contact Information	

SECTION 2 — SINGLE-ROLE EMT/PARAMEDIC PERSONNEL ONBOARDING MILESTONES (Goal 1)

Report the status of these milestones as of the end of the reporting period. Once a date is reported, carry it forward on subsequent reports.

Date personnel policies, job descriptions, and operational protocols for single-role EMT/Paramedic positions completed	
Number of single-role EMT/Paramedic positions hired and onboarded (this reporting period / cumulative) <i>Report as: this period / cumulative (e.g., 2 of 3 FTE)</i>	
Date(s) single-role EMT/Paramedics started <i>List each start date and district if more than one individual started during the period</i>	

SECTION 3 — AMBULANCE & EQUIPMENT PROCUREMENT MILESTONES (Goal 2)

Date RFPs/Purchase Orders completed for ambulances	
Date ambulance is received and inspected <i>List each ambulance and the date received during the period</i>	
Date ambulance is put into service <i>List each ambulance and the date the unit was placed into service during the period</i>	

SECTION 4 — SERVICE DELIVERY DATA (This Monthly Reporting Period Only)

Report unduplicated counts for the reporting month identified in Section 1 only. Do not report cumulative totals in this section. Data should only reflect service delivery by single-role mobile integrated health ambulances that are attributable to this project and not the District's overall service delivery data.

# of Calls for Service in this reporting period	
# of Patient Encounters	

# of Emergency Transport Trips	
Emergency Transport Trips Mileage	
# of Nonemergency Transport Trips	
Nonemergency Transport Trips Mileage	
# of Referrals to Community-Based Services / Appropriate Levels of Care	
# of Patient Follow-Ups	
Total # of Unduplicated Individuals Served During Reporting Period (Monthly) <i>An individual receiving more than one encounter or service in the same month should be counted once</i>	

SECTION 5 — PROJECT COMPLETION

Complete this field only on the FINAL progress report submitted for this subaward.

Date of Project Completion <i>Include only in the final progress report</i>	
---	--

SECTION 6 — NARRATIVE (Optional)

Briefly describe progress, barriers encountered, and any corrective actions taken during this reporting period.

CERTIFICATION

I certify to the best of my knowledge and belief that this report is true, complete, and accurate, and that the data reported reflects activities and services delivered under the approved scope of work for this subaward.

Authorized Signature		Title	
Date			

Attachment F
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? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

Attachment G
CURRENT OR FORMER STATE EMPLOYEE DISCLAIMER

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency.

Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

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

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

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

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any

Name

Services

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

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

Attachment H
BUSINESS ASSOCIATE ADDENDUM

BETWEEN

MASON VALLEY FIRE PROTECTION DISTRICT

Hereinafter referred to as the “Covered Entity”

and

LYON COUNTY

Hereinafter referred to as the “Business Associate”

This Business Associate Agreement (“**BAA**”) is incorporated as an attachment by reference to a Subaward agreement (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the Subaward agreement) by and between the named Mason Valley County Fire Protection District (“Covered Entity”), a government entity, and Lyon County (“Business Associate”), a government entity in accordance with the meanings ascribed to the terms “Covered Entity” and “Business Associate” under 45 CFR § 160.103 et seq. (see also 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the “Parties.”

I. RECITALS

- a. Covered Entity is either a “covered entity” in its own right or a “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, “HIPAA” as may be amended or in effect at the time) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (“PHI”), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;
- d. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the “Privacy Rule”); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. “**Affiliate**” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. “**Breach**” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. “**Breach Notification Rule**” means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. “**CFR**” means the Code of Federal Regulations.
 - v. “**Data Aggregation**” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - vi. “**Designated Record Set**” has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
 - vii. “**De-Identify**” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - viii. “**Disclosure**” means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
 - ix. “**Electronic PHI**” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.

- x. **“Health Care Operations”** has the meaning given to that term in 45 CFR § 164.501.
- xi. **“Individual”** has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- xii. **“Individually Identifiable Health Information”** means health information, in any form or medium, including demographic information or inquiries 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 serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.
- xiii. **“Protected Health Information”** or **“PHI”** has the meaning given to the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **“Security Rule”** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- xvi. **“Unsecured Protected health Information”** or **“Unsecured PHI”** means any “protected health information” as defined in 45 CFR §160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).
- xvii. **“USC”** means the United States Code.

III. DATA OWNERSHIP

Business Associate’s data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act’s implementing regulations adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.
- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual 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.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, 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.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals’ rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity 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 information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps,

including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below 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 PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.
- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the Subaward agreement to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with 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.
- i. **Access to PHI by Individuals.** Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR § 164.524. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- j. **Amendment of PHI.** Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR § 164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- k. **Accounting of Disclosures.** Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes

the basis for such disclosure. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

- l. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.
- m. **Training.** Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. 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; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be retrained at least annually thereafter. 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.
- n. **Litigation or Administrative Proceedings.** Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to 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 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. Nothing herein limits or abrogates Business Associate's obligation under the Subaward agreement to which this BAA is incorporated to defend and indemnify Covered Entity.
- o. **Policies and Procedures.** Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.
- p. **Privacy and Security Officer(s).** Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of 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 Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

- a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:
 - i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

- a. This BAA as an incorporated attachment to the subaward is effective upon the date of the agreement and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if no feasibly destroyed, protections are extended by Business Associate to such information.
- b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the Lyon County subaward agreement to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.
- c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the Subaward agreement to which this BAA is incorporated and related cure opportunity deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.
- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those

purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the Lyon County subaward agreement to which it is incorporated.

VII. HITECH ACT COMPLIANCE

- a. The parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized Subaward agreement Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the subaward agreement to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the subaward agreement between the Parties and in accordance with the order of precedence set forth in the subaward agreement except where federal law may preempt Nevada law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intended to be legally bound thereby.

BUSINESS ASSOCIATE

Authorized Official Signature

Date

Printed Name, Title

COVERED ENTITY

Authorized Official Signature

Date

Printed Name, Title

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: October 1, 2026

Agenda Item Number:

17.c

Subject:

For Possible Action: Approve a subaward agreement between Lyon County and North Lyon County Fire Protection District in the amount of \$330,000 to support the purchase of an ambulance for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

Summary:

Financial Department Comments:

This is completely grant-funded.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a subaward agreement between Lyon County and North Lyon County Fire Protection District in the amount of \$330,000 to support the purchase of an ambulance for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements.

ATTACHMENTS

- [RHTP BP1 North Lyon Subaward Agreement](#)



NOTICE OF SUBAWARD RURAL HEALTH TRANSFORMATION PROGRAM

Program Name: Lyon County Rural Health Transformation Program – FLEX BP1 Taylor Allison, tallison@lyon-county.org	Subawardee Name: North Lyon County Fire Protection District Brian Bunn, Fire Chief bbunn@northlyonfire.com																		
Address: Lyon County 27 South Main Street Yerington, NV 89447	Address: North Lyon Fire Protection District Office 195 E Main Street Fernley, NV 89408																		
Contract Period: October 1, 2026 – August 30, 2027	Subawardee EIN#: 74-3042827																		
Reason for Award: Delivery of Services as Per Submitted Work Plans as Part of Rural Health Transformation Program																			
County(ies) to be served: Lyon County (within North Lyon County Fire Protection District boundary)																			
Approved Budget Categories:																			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">1. Personnel</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 20%; text-align: right;">0</td> </tr> <tr> <td>2. Travel</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>3. Supplies</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>4. Equipment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">330,000</td> </tr> <tr> <td>6. Training</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: right;">Total Cost</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">330,000</td> </tr> </table>		1. Personnel	\$	0	2. Travel	\$	0	3. Supplies	\$	0	4. Equipment	\$	330,000	6. Training	\$	0	Total Cost	\$	330,000
1. Personnel	\$	0																	
2. Travel	\$	0																	
3. Supplies	\$	0																	
4. Equipment	\$	330,000																	
6. Training	\$	0																	
Total Cost	\$	330,000																	
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this Contract</i> . Total reimbursement will not exceed <u>\$330,000</u> during the Contract period.																			
Source of Funds:	Amount:	% of Funds:	CFDA#:	Federal Grant #:															
Federal Funds	\$330,000	100%	93.798	RHTCMS332074															
Terms and Conditions In accepting these grant funds, it is understood that: - Expenditures must comply with appropriate state and/or federal regulations. - This award is subject to the availability of appropriate funds. - Recipient of these funds agrees to stipulations listed in Attachments A-H of this Contract award.																			
Authorized Subawardee Official Paul Murphy, Board Chairman North Lyon County Fire Protection District	Signature	Date																	
Lyon County Scott Keller, Chairman, Lyon County Board of Commissioners																			

ATTACHMENT A

GRANT CONDITIONS AND ASSURANCES

Lyon County ("County") is the subrecipient of a Notice of Subaward from the State of Nevada, Nevada Health Authority ("NVHA" or "Department"), Agency Ref. # RHT-IN226032, under the federally funded Rural Health Transformation Program ("RHT Program"), CFDA 93.798, Federal Grant # RHTCMS332074, awarded by the Centers for Medicare & Medicaid Services ("CMS") of the U.S. Department of Health and Human Services ("HHS") pursuant to Public Law 119-21, Section 71401 (the "Prime Subaward"). The County is issuing a further subaward of RHT Program funds to a regional fire protection district ("District") to carry out a portion of the Scope of Work approved under the Prime Subaward, specifically the recruitment, hiring, onboarding, and deployment of single-role EMT/Paramedic personnel and associated equipment and operations described in Section B of the Prime Subaward.

This Attachment sets out the grant conditions and assurances that flow down from the Prime Subaward and that the District must accept as a condition of receiving RHT Program funds from the County. This Attachment is incorporated into, and forms a binding part of, the subaward agreement between the County and the District (the "District Subaward Agreement"). Except as the context requires otherwise, all federal, State of Nevada, and NVHA requirements that apply to the County as a subrecipient under the Prime Subaward apply equally to the District as a sub-subrecipient, and the District assumes toward the County the same obligations the County owes to NVHA and CMS under the Prime Subaward, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds.

Terms used in this Attachment have the meanings given to them in the Prime Subaward and in 2 CFR Part 200, unless otherwise defined below. "County" refers to Lyon County acting as the pass-through entity for purposes of this Attachment. "District" refers to the fire protection district identified as the subawardee on the signature page of the District Subaward Agreement. References to "NVHA," "Department," "CMS," and "HHS" retain their meanings from the Prime Subaward and, where applicable, the District's obligations run to those entities as well as to the County.

GENERAL CONDITIONS

1. Nothing contained in the District Subaward Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the County and the District. The District shall at all times remain an independent contractor with respect to the services performed under the District Subaward Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the District is an independent entity.
2. The District shall hold harmless, defend, and indemnify the County (and, to the extent of the County's own indemnification obligations under the Prime Subaward, NVHA) from any and all claims, actions, suits, charges, and judgments whatsoever arising out of the District's performance or nonperformance of the services or subject matter called for in the District Subaward Agreement.
3. The County or the District may amend the District Subaward Agreement at any time provided the amendment specifically references the District Subaward Agreement, is executed in writing, and is signed by a duly authorized representative of both parties. No amendment shall invalidate the District Subaward Agreement or relieve either party of its obligations except as expressly modified. The County may, in its discretion, amend the District Subaward Agreement to conform with federal, State, or NVHA guidelines, policies, and available funding, or to conform with any amendment to the Prime Subaward. Amendments affecting funding, scope of services, or the schedule of activities shall be incorporated only by written amendment signed by both parties.
4. Either party may terminate the District Subaward Agreement by giving written notice to the other party specifying the effective date of termination, at least 30 days before that date. Partial terminations of the approved scope of work may be undertaken only with the prior written approval of the County. In the event of a termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the District under the District Subaward Agreement shall, at the County's option, become the property of the County, and the District shall be entitled to just and equitable compensation for satisfactory work completed prior to termination. The County may also suspend or terminate the District Subaward Agreement, in whole or in part, if the District materially fails to comply with any term of the District Subaward Agreement or any applicable rule, regulation, or provision referred to herein, and the County may declare the District ineligible for further participation in RHT Program subawards, in addition to any other remedy available by law. Where there is probable cause to believe the District is in noncompliance with applicable rules or regulations, the County may withhold funding, and shall notify NVHA of any such action consistent with the County's obligations under the Prime Subaward.

GRANT ASSURANCES

A signature on the District Subaward Agreement indicates that the District is capable of, and agrees to meet, the following requirements, and that all information provided by the District in connection with this subaward is true and correct.

1. Adopt and maintain a system of internal controls that results in the fiscal integrity and stability of the District, including use of Generally Accepted Accounting Principles (GAAP).
2. Comply with applicable insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance, consistent with the requirements imposed on the County under the Prime Subaward.
3. These grant funds will not be used to supplant existing financial support for current programs of the District.
4. **The District must obtain prior written approval from the County before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.** Prior written approval is required, at minimum, for: new or previously unapproved lower-tier subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions exceeding applicable federal, NVHA, or County thresholds. Verbal approval is not sufficient. The District proceeds with any change requiring prior approval at its own risk until written approval is issued by the County, and, where the underlying change also requires NVHA or CMS approval, until such approval has been obtained and communicated to the District by the County.
5. **The District acknowledges that the funds provided under the District Subaward Agreement are federal financial assistance funds originally awarded to the State of Nevada through CMS under the RHT Program, and subsequently subawarded to the County by NVHA.** The District agrees to comply with all federal, State, NVHA, and program-specific requirements applicable to the award, whether expressly stated in the District Subaward Agreement or incorporated by reference, including the following documents and authorities, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds:
 - the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
 - the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
 - the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;
 - the State of Nevada's CMS-approved RHT Program application, work plan, budget, and any CMS-approved revisions;
 - Public Law 119-21, Section 71401;
 - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 2 CFR Part 300 and other applicable HHS regulations;
 - the HHS Grants Policy Statement;
 - applicable HHS administrative and national policy requirements;
 - applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
 - the Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable;
 - the Prime Subaward (NVHA Agency Ref. # RHT-IN226032) and this Attachment; and
 - any additional written guidance, award condition, corrective action requirement, or approval issued by CMS, NVHA, or the County that applies to the District's subaward.
6. **The District shall perform all activities under the District Subaward Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program.** Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award. The District acknowledges that federal award requirements generally flow down to subawards and subrecipients at every tier unless a requirement expressly applies only to the prime recipient or the context clearly indicates otherwise. The District shall comply with all applicable federal requirements and shall ensure that its own contractors, consultants, and other partners comply with all applicable requirements related to the activities or funds provided under the District Subaward Agreement. In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent State, NVHA, County, or District guidance or policies. The District understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS, HHS, or NVHA oversight authorities, or any other remedy available under the District Subaward Agreement, 2 CFR Part 200, CMS award terms, or applicable law.
7. **Recovery of Funds and Disallowed Costs.** If the Federal awarding agency, Nevada Health Authority (NVHA), or Lyon County determines that funds previously disbursed or expenditures previously reimbursed under this Subaward are subject to repayment,

recoupment, or recovery, the District shall be responsible for repayment of such amounts to the extent attributable to the District's actions, omissions, noncompliance, or expenditures that are not allowable under the applicable Federal award or this Subaward. Lyon County may require the District to return funds, offset amounts against future payments, or take other corrective action as permitted by applicable law and the terms of this Subaward. The District shall cooperate with Lyon County in responding to any repayment, recoupment, recovery, audit, or corrective action requirement imposed by the Federal awarding agency, NVHA, or Lyon County. Nothing in this provision shall be construed to impose liability on the District for costs that are allowable under the applicable Federal award and this Subaward solely because of a Federal award termination, suspension, reduction, or other funding action, except to the extent that such costs are subject to repayment, recoupment, or recovery under applicable law, the Federal award, or the terms of this Subaward.

8. **The District must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements.** The District must promptly disclose to the County any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to the District Subaward Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, or partners of the District. The District must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the County's satisfaction.
9. **The District must maintain a valid Unique Entity Identifier (UEI)** and, when required, active SAM.gov registration for the period during which the District Subaward Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The District must review and update its SAM.gov information at least annually and more frequently if required by changes in information. The District must promptly provide the County with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes. Before entering into any covered procurement contract of \$40,000 or more, the District must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The District must immediately notify the County if the District, any principal, key personnel, or contractor becomes suspended, debarred, excluded, or otherwise ineligible.
10. **The District must comply with all applicable federal civil rights and nondiscrimination laws**, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under the District Subaward Agreement. The District must ensure that its contractors, consultants, and partners comply with applicable civil rights requirements.
11. **Compliance with the Americans with Disabilities Act of 1990** (P.L. 101-136), 42 U.S.C. 12101, as amended, and its implementing regulations at 28 CFR 26.101–36.999, and any relevant program-specific regulations.
12. **Compliance with Title 2 of the Code of Federal Regulations (CFR) and any applicable OMB guidance**, including audit requirements for entities that expend \$1,000,000 or more in federal awards during their fiscal year, which requires an annual audit prepared by an independent auditor in accordance with the terms and requirements of the applicable circular. The District shall promptly provide the County with the audit information requested in the Audit Information Request incorporated as part of the District Subaward Agreement.
13. **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. Any contract or lower-tier subaward of amounts in excess of \$150,000 issued by the District must contain a provision requiring the recipient to comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported by the District to the County, which will report them to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. Certification that neither the District 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, pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any amendments, superseding regulations, or subsequent applicable federal guidance.
15. **Mandatory Disclosures.** The District must promptly disclose in writing to the County any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award, immediately upon discovery, and must cooperate with the County in making any required disclosure to NVHA, CMS, and the HHS Office of Inspector General. The District must also promptly notify the County of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with the District Subaward Agreement or the federal award. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under the District Subaward Agreement, 2 CFR Part 200, or applicable federal law. The District shall provide the County, NVHA, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, and contractor records relating to the District Subaward Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604

with “Mandatory Grant Disclosures” in the subject line. The District must include this mandatory disclosure requirement in all of its own contracts funded under the District Subaward Agreement.

16. **The District must comply with all applicable federal fraud, waste, and abuse requirements.** Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS. The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into the District Subaward Agreement by reference. The District shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.
17. **Privacy and Security of Health Information.** The District must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under the District Subaward Agreement. Before beginning any applicable program activity, the District must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the District is a covered entity or business associate. The District must ensure that its contractors and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the County immediately.
18. **Employee Whistleblower Protections.** The District must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce, of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award. The District shall require its contractors to comply with these requirements where applicable.
19. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.** The District must comply with 2 CFR 200.216 and may not obligate or expend funds under the District Subaward Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law. This prohibition applies to the District and to any contractors or partners paid with funds under the District Subaward Agreement, and the District must include this requirement in all applicable lower-tier agreements and procurement documents.
20. **Bankruptcy Notification.** The District must notify the County in writing within five (5) calendar days if the District enters bankruptcy proceedings, whether voluntary or involuntary. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.
21. **Procurement and Purchasing Standards.** The District shall comply with all applicable federal, State, NVHA, and County procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under the District Subaward Agreement, including, at minimum, the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, and shall maintain written procurement procedures consistent with those requirements. The District shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, County requirements, or the District's own written procurement policies, and shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds. The District shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements and shall be fully documented and retained for monitoring and audit purposes. The District shall obtain prior written approval from the County before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, the Prime Subaward, or the District Subaward Agreement. Equipment with a per-unit acquisition cost of \$10,000 or more shall be managed in accordance with applicable federal property requirements and County instructions. In addition to any federal prior approval requirements, the District shall obtain prior written approval from the County before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under the District Subaward Agreement with a total value of \$50,000 or more.
22. **Appropriations and Salary Limitation.** The District shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by HHS or CMS. Federal funds provided under the District Subaward Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to the District Subaward Agreement. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.
23. **Five-Year Rural Service Commitment.** If any activity funded under the District Subaward Agreement provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the RHT Program's five-year rural service requirement (including, without limitation, single-role EMT/Paramedic personnel recruited, hired, onboarded, or deployed under the District's subaward), the District shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by NVHA or the County. Whether a proposed activity is subject to the five-year service commitment shall be determined by NVHA or the County.

24. **Service Commitment Monitoring Plan.** Prior to execution of the District Subaward Agreement, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the District shall submit a written Service Commitment Monitoring and Enforcement Plan to the County for review and approval (and forwarding to NVHA as required). The plan shall describe, at a minimum: (a) criteria used to identify individuals subject to the service commitment; (b) execution and maintenance of written service agreements; (c) procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation; (d) methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals; (e) procedures for identifying, documenting, and reporting noncompliance; (f) proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and (g) procedures for requesting review of any claimed extenuating circumstances. No activity requiring a five-year rural service commitment may commence until the County has approved the Monitoring and Enforcement Plan. The County may require revisions to the plan or additional monitoring requirements at any time during the subaward period to ensure compliance with CMS and NVHA requirements. The District shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the County, which shall in turn seek any necessary approval from NVHA and CMS. No waiver or release shall become effective unless and until such approval is obtained.
25. **The District acknowledges that the County shall monitor the District's performance and compliance throughout the period of performance in accordance with applicable federal, State, and NVHA requirements, including 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, the Prime Subaward, and any Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable.** The nature, frequency, and scope of monitoring shall be determined by the County based on the District's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the County determines relevant, and may include desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities. The County may modify the level or frequency of monitoring at any time based on changes in the District's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances, without requiring amendment of the District Subaward Agreement. The District acknowledges that NVHA, CMS, and HHS retain independent monitoring, audit, and oversight rights with respect to the District's use of RHT Program funds.
26. **No funding associated with this subaward will be used for lobbying.**
27. The District shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subaward.
28. The District shall provide a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
29. The District 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 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, formulation, modification, or enactment of federal, state, or local legislation or of a federal, state, or local rule, regulation, executive order, or other program, policy, or position through communication with any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or through preparing, distributing, or using publicity or propaganda, or urging members of the public to contribute to or participate in mass demonstrations, marches, rallies, fundraising drives, lobbying campaigns, or letter-writing or telephone campaigns; and legislative or executive branch liaison activities carried on in support of, or in knowing preparation for, any of the foregoing prohibited activities.
30. The District may, to the extent and in the manner authorized in its subaward, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information that is made in a speech, article, publication, or other material distributed and made available to the public, or through radio, television, cable television, or other medium of mass communication, and that is not specifically directed at any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or at any governmental official or employee involved in signing or vetoing legislation, or in introducing, formulating, modifying, or enacting a federal, state, or local rule, regulation, executive order, or other program, policy, or position. This provision does not prohibit the District from providing information directly related to the subaward, or the application for the subaward, to the County or NVHA. To comply with reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA), the District shall provide all information reasonably requested by the County to enable compliance with FFATA, including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
31. The District shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with RHT Program funds. All such public-facing documents or materials must include the following disclaimer: "This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and

Human Services (HHS) as part of a financial assistance award totaling \$179,931,608.42 with 100% funded by CMS/HHS. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government.” The District is responsible for ensuring that this disclaimer is included in all applicable materials produced by the District, its contractors, or other partners using funds under the District Subaward Agreement, and, where space allows, should also acknowledge support from Lyon County and the Nevada Health Authority through the Rural Health Transformation Program, using attribution language and logos provided by the County or NVHA. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under the District Subaward Agreement.

32. The District must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
33. If the District's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the District must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The District must provide the plan to the County upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
34. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records — including any ProQA or MIH/CP encounter documentation systems implemented under the District's scope of work — the District shall comply with applicable federal Health Information Technology and Interoperability requirements.
35. Any continuation, renewal, extension, or funding of the District Subaward Agreement beyond the current budget period is contingent upon the District's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the County's continued receipt of funding and authorization from NVHA and CMS. Neither the County nor NVHA has any obligation to provide funding beyond the amount and period expressly stated in the District Subaward Agreement.

ACKNOWLEDGEMENT

By signing the District Subaward Agreement to which this Attachment is incorporated, the District acknowledges that it has read and agrees to comply with each of the Grant Conditions and Assurances set out above, in addition to any additional terms, budget, scope of work, and reporting requirements set out in the District Subaward Agreement and its attachments.

ATTACHMENT B

Intent, Purpose, and Summary of this Subaward

The intent and purpose guiding this subaward is the execution of services as described in the federally-funded Rural Health Transformation Program in Lyon County. In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and pursuant to the laws of the State of Nevada the following is agreed upon:

1. LYON COUNTY will contract with Subgrantee to provide the services to subgrantee in the amount of \$780,000 as per the attached budget in Attachment C.
2. **Subgrantee will submit monthly for reimbursement.** These will be due to LYON COUNTY by the 10th of each month for the month preceding (i.e., November 10th for October). In addition, back-up documentation to support the monthly requests in the form of a monthly P & L, timesheets, and mileage sheets will be required. Required monthly reporting forms are provided in Attachment E.
3. LYON COUNTY and Subgrantee agree that this contract is good for October 1, 2026 – August 30, 2027.
4. LYON COUNTY and Subgrantee will jointly comply with all grant reporting requirements as outlined and requested by the Nevada Health Authority and the Centers for Medicare & Medicaid Services (CMS).
5. Each party shall have the right to terminate the subaward by giving thirty (30) days' written notice to the other party at any time. If the Subaward is terminated by either party, the parties shall take appropriate steps to address financial obligations, projects, and activities in progress in accordance with applicable Federal award requirements, this Subaward, and applicable law. No provision of this Section shall limit Lyon County's authority to withhold, recover, or require repayment of funds, or to take other corrective action, when required or permitted by applicable Federal award requirements, NVHA requirements, or applicable law.

Responsibilities of Lyon County:

1. To work in collaboration with subgrantee to successfully execute the deliverables of the Rural Health Transformation Project in the "Scope of Work" document (Attachment D).

Responsibilities of Subgrantee:

1. To work in collaboration with LYON COUNTY to successfully execute the deliverables of the Rural Health Transformation Project as outlined in the "Scope of Work" document (Attachment C).
2. The Subgrantee shall be solely responsible for all ongoing, recurring, maintenance, replacement, operational, and other costs associated with personnel, equipment, vehicles, supplies, facilities, and services funded or acquired through this Subaward after the expiration or termination of the Subaward. The Subgrantee acknowledges and agrees that acceptance of RHTP funding does not create or imply any continuing financial obligation, funding commitment, or responsibility on the part of Lyon County for the continuation, maintenance, operation, replacement, or support of the personnel, equipment, vehicles, services, or activities funded under this Subaward.

Each entity agrees to hold harmless, indemnify, and defend its respective members from and against any and all claims, demands, actions, causes of action, and litigation, financial or otherwise arising out of their independent activities or activities the agency would have undertaken whether or not the service agreement was in existence. By signing this agreement both entities agree to be active partners and agree to abide by this agreement.

Scott Keller, Chairman,
Lyon County Board of Commissioners

Subgrantee: Paul Murphy, Chairman
North Lyon County Fire Protection District Board of
Directors

Date

Date

ATTACHMENT C

North Lyon County Fire Protection District “Subgrantee” agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:

Capital Expenditures: \$330,000

TOTAL COSTS NOT TO EXCEED \$330,000

REIMBURSEMENT shall be on the following basis:

A Request for Reimbursement will be submitted electronically to Taylor Allison (tallison@lyon-county.org) using the Request for Reimbursement form in Attachment E no later than the 10th of every month.

Requests for advance of payment will not be considered or allowed. A request must be submitted as a zero dollar request if no expenses were incurred during the month.

Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.

Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests.

The amount requested cannot exceed the amount of the actual expenditure.

Additional expenditure detail will be provided upon request from LYON COUNTY. If additional detail or copies of backup documentation are requested by LYON COUNTY the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.

Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.

Contracts, including lease agreements must be received by LYON COUNTY prior to reimbursement payments. LYON COUNTY has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.

Additionally, the subgrantee agrees to provide:

A final Request for Reimbursement to the Coalition within 5 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to LYON COUNTY at that time, or if not already requested, shall be deducted from the final award.

LYON COUNTY agrees to:

Process Requests for Reimbursement in a timely manner.

Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.

LYON COUNTY reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by LYON COUNTY.

Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of this funding. Programs receiving this funding are required to participate in both the certification and the monitor processes.

A monitor is regulatory in nature and the purpose of the LYON COUNTY monitor is to accomplish the following:
Verify that funds are being utilized as identified in grant award documents.

Ensure that LYON COUNTY funds programs in compliance with state and federal requirements and restrictions.

Identify problems or difficulties at an early point in time.

Coordinate the efficient delivery of services to Nevada’s population.

EQUIPMENT AND PROPERTY REQUIREMENTS

If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.

At a minimum, the Subrecipient shall:

- Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
- Maintain an equipment inventory system that includes, at a minimum:
 - Equipment description;
 - Manufacturer, model, serial number, or other unique identifier;
 - Funding source and subaward number;
 - Acquisition date;
 - Acquisition cost;
 - Physical location;
 - Custodian or department responsible for the equipment;
 - Current condition;
 - Date and method of disposition, if applicable.
- Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
- Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
- Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
- Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
- Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
- Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
- Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
- Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
- Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
- The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
- The Department may provide disposition instructions at closeout consistent with applicable federal requirements.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award Period, 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 LYON COUNTY and/or state and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**RURAL HEALTH TRANSFORMATION PROJECT SUBAWARD
NORTH LYON COUNTY FIRE PROTECTION DISTRICT
BUDGET**

Category	Expenditure	Description	Total
Personnel Costs			
		Total	\$0
Equipment	Capital Expenditure	1 Ambulance/ Mobile Integrated Health Unit (not to exceed \$330,000)	\$330,000
		Total	\$330,000
		Total Budget Amount	\$330,000

Attachment D
Scope of Work
NORTH LYON COUNTY FIRE PROTECTION DISTRICT

Description of Services, Scope of Work and Deliverables

North Lyon County Fire Protection District, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: Budget Period 1 of RHT FLEX FUND 10/01/2026 – 08/30/2027

Goal 2: By August 30, 2027, North Lyon County Fire Protection District will procure, receive, equip, and place into service a mobile integrated health (MIH) ambulances and associated equipment to support a dedicated mobile integrated health response capability to improve access to appropriate levels of care across Lyon County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
2.1 Complete procurement planning, specifications development, and vendor solicitation for ambulances and MIH/CP equipment by October 31, 2026.	1. Develop ambulance technical specifications appropriate for MIH/CP operations, including in rural/frontier terrain 2. Identify and compile list of associated supplies (PPE, wound care, consumable medical supplies) 3. Issue formal procurement documents in compliance with county, state, and federal procurement requirements 4. Evaluate vendor bids and select awardees	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed bid documents and procurement documents for 4 MIH units • Procurement timeline
2.2 Execute contracts and issue purchase orders for ambulance by December 31, 2026.	1. Finalize and execute purchase agreements with selected vendors 2. Issue purchase orders through county finance and procurement systems 3. Confirm delivery timelines and coordinate with district receiving personnel 4. Ensure compliance with grant asset tracking and reporting requirements	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed subawards with 4 fire districts (approved by County Commission and Fire Board) • Purchase orders for 4 MIH units and requested equipment (QRVs, Cardiac monitors, cots/gurneys, mechanical chest compression devices, medication inventory system, etc.)

2.3 Receive, inspect, outfit, and place into service ambulance and equipment by August 30, 2027.	1. Coordinate delivery and conduct physical inspection of all vehicles and equipment upon receipt 2. Complete final ambulance outfitting (medical supply installation, technology integration, branding/identification) 3. Conduct vehicle safety checks, apparatus inspections, and equipment testing 4. Register vehicles and update district fleet records 5. Assign each ambulance to its designated fire protection district and document operational deployment	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Inventory tracking report/fleet records
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Attachment E MONTHLY REPORTING FORMS

REQUEST FOR REIMBURSEMENT

Program Name: Rural Health Transformation Program Lyon County				Subrecipient Name: North Lyon County Fire Protection District			
Address: 27 S. Main Street, Yerington, NV 89447				Address: 195 E Main Street, Fernley, NV 89408			
Subgrant Period: October 1, 2026 -				Subrecipient's: EIN: _____ Vendor #: _____			
Reimbursement Type: (New, Amendment, Final)							
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	
5 Contract/Consultant						%	
5A Personnel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
5E Capital Expenditure – (Ambulance)	\$330,000.00	\$0.00	\$0.00	\$0.00	\$0.00		
Total	\$330,000.00	\$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 _____		
OFFICE USE ONLY – LYON COUNTY – OFFICE USE ONLY							
Subrecipient contact necessary? ____ Yes ____ No Contact Person: _____							
Reason for contact: _____							
Program Review/approval date: _____							
Fiscal Review/approval date: _____							

SUBAWARD MONTHLY PROGRESS REPORT

Rural Health Transformation Program Subaward

Instructions: **Complete one report per reporting month and submit no later than the 10th of the following month**, along with the corresponding Request for Reimbursement. Report on activity occurring only within the reporting period identified below, unless a field specifically asks for a cumulative or milestone date. Attach supporting documentation as applicable.

SECTION 1 — REPORT OVERVIEW

Report Number		Reporting Period (Month)	
Organization (Subawardee)		Project Start Date	
Report Prepared By		Contact Information	

SECTION 2 — SINGLE-ROLE EMT/PARAMEDIC PERSONNEL ONBOARDING MILESTONES (Goal 1)

Report the status of these milestones as of the end of the reporting period. Once a date is reported, carry it forward on subsequent reports.

Date personnel policies, job descriptions, and operational protocols for single-role EMT/Paramedic positions completed	
Number of single-role EMT/Paramedic positions hired and onboarded (this reporting period / cumulative) <i>Report as: this period / cumulative (e.g., 2 of 3 FTE)</i>	
Date(s) single-role EMT/Paramedics started <i>List each start date and district if more than one individual started during the period</i>	

SECTION 3 — AMBULANCE & EQUIPMENT PROCUREMENT MILESTONES (Goal 2)

Date RFPs/Purchase Orders completed for ambulances	
Date ambulance is received and inspected <i>List each ambulance and the date received during the period</i>	
Date ambulance is put into service <i>List each ambulance and the date the unit was placed into service during the period</i>	

SECTION 4 — SERVICE DELIVERY DATA (This Monthly Reporting Period Only)

Report unduplicated counts for the reporting month identified in Section 1 only. Do not report cumulative totals in this section. Data should only reflect service delivery by single-role mobile integrated health ambulances that are attributable to this project and not the District's overall service delivery data.

# of Calls for Service in this reporting period	
# of Patient Encounters	

# of Emergency Transport Trips	
Emergency Transport Trips Mileage	
# of Nonemergency Transport Trips	
Nonemergency Transport Trips Mileage	
# of Referrals to Community-Based Services / Appropriate Levels of Care	
# of Patient Follow-Ups	
Total # of Unduplicated Individuals Served During Reporting Period (Monthly) <i>An individual receiving more than one encounter or service in the same month should be counted once</i>	

SECTION 5 — PROJECT COMPLETION

Complete this field only on the FINAL progress report submitted for this subaward.

Date of Project Completion <i>Include only in the final progress report</i>	
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SECTION 6 — NARRATIVE (Optional)

Briefly describe progress, barriers encountered, and any corrective actions taken during this reporting period.

CERTIFICATION

I certify to the best of my knowledge and belief that this report is true, complete, and accurate, and that the data reported reflects activities and services delivered under the approved scope of work for this subaward.

Authorized Signature		Title	
Date			

Attachment F
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? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

Attachment G
CURRENT OR FORMER STATE EMPLOYEE DISCLAIMER

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency.

Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

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

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

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

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any

Name

Services

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

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

Attachment H
BUSINESS ASSOCIATE ADDENDUM

BETWEEN

NORTH LYON COUNTY FIRE PROTECTION DISTRICT

Hereinafter referred to as the “Covered Entity”

and

LYON COUNTY

Hereinafter referred to as the “Business Associate”

This Business Associate Agreement (“**BAA**”) is incorporated as an attachment by reference to a Subaward agreement (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the Subaward agreement) by and between the named North Lyon County Fire Protection District (“Covered Entity”), a government entity, and Lyon County (“Business Associate”), a government entity in accordance with the meanings ascribed to the terms “Covered Entity” and “Business Associate” under 45 CFR § 160.103 et seq. (see also 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the “Parties.”

I. RECITALS

- a. Covered Entity is either a “covered entity” in its own right or a “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, “HIPAA” as may be amended or in effect at the time) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (“PHI”), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;
- d. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the “Privacy Rule”); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. “**Affiliate**” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. “**Breach**” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. “**Breach Notification Rule**” means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. “**CFR**” means the Code of Federal Regulations.
 - v. “**Data Aggregation**” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - vi. “**Designated Record Set**” has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
 - vii. “**De-Identify**” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - viii. “**Disclosure**” means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
 - ix. “**Electronic PHI**” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.

- x. **“Health Care Operations”** has the meaning given to that term in 45 CFR § 164.501.
- xi. **“Individual”** has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- xii. **“Individually Identifiable Health Information”** means health information, in any form or medium, including demographic information or inquiries 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 serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.
- xiii. **“Protected Health Information”** or **“PHI”** has the meaning given to the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **“Security Rule”** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- xvi. **“Unsecured Protected health Information”** or **“Unsecured PHI”** means any “protected health information” as defined in 45 CFR §160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).
- xvii. **“USC”** means the United States Code.

III. DATA OWNERSHIP

Business Associate’s data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act’s implementing regulations adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.
- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual 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.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, 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.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals’ rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity 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 information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps,

including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below 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 PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.
- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the Subaward agreement to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with 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.
- i. **Access to PHI by Individuals.** Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR § 164.524. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- j. **Amendment of PHI.** Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR § 164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- k. **Accounting of Disclosures.** Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes

the basis for such disclosure. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

- l. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.
- m. **Training.** Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. 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; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be retrained at least annually thereafter. 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.
- n. **Litigation or Administrative Proceedings.** Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to 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 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. Nothing herein limits or abrogates Business Associate's obligation under the Subaward agreement to which this BAA is incorporated to defend and indemnify Covered Entity.
- o. **Policies and Procedures.** Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.
- p. **Privacy and Security Officer(s).** Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of 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 Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

- a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:
 - i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

- a. This BAA as an incorporated attachment to the subaward is effective upon the date of the agreement and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if no feasibly destroyed, protections are extended by Business Associate to such information.
- b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the Lyon County subaward agreement to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.
- c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the Subaward agreement to which this BAA is incorporated and related cure opportunity deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.
- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those

purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the Lyon County subaward agreement to which it is incorporated.

VII. HITECH ACT COMPLIANCE

- a. The parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized Subaward agreement Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the subaward agreement to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the subaward agreement between the Parties and in accordance with the order of precedence set forth in the subaward agreement except where federal law may preempt Nevada law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intended to be legally bound thereby.

BUSINESS ASSOCIATE

Authorized Official Signature

Date

Printed Name, Title

COVERED ENTITY

Authorized Official Signature

Date

Printed Name, Title

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: October 1, 2026

Agenda Item Number:

17.d

Subject:

For Possible Action: Approve a subaward agreement between Lyon County and Smith Valley Fire Protection District in the amount of \$506,350 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements. (Emergency Manager & Government Affairs Director, Taylor Allison)

Summary:

Financial Department Comments:

The subaward is completely grant-funded.

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve a subaward agreement between Lyon County and Smith Valley Fire Protection District in the amount of \$506,350 to support the purchase of an ambulance and EMT/paramedic personnel for implementation of Lyon County's Rural Health Transformation Program Grant award through August 30, 2027. The subaward will support approved emergency medical services project activities and is subject to applicable Federal, State, and County grant requirements.

ATTACHMENTS

- [RHTP BP1 Smith Valley Subaward Agreement](#)



NOTICE OF SUBAWARD RURAL HEALTH TRANSFORMATION PROGRAM

Program Name: Lyon County Rural Health Transformation Program – FLEX BP1 Taylor Allison, tallison@lyon-county.org	Subawardee Name: Smith Valley Fire Protection District Matt Nightingale, Fire Chief mnightingale@svfpd.org																		
Address: Lyon County 27 South Main Street Yerington, NV 89447	Address: 1 Hardie Ln, Smith, NV 89430																		
Contract Period: October 1, 2026 – August 30, 2027	Subawardee EIN#: 88-0465868																		
Reason for Award: Delivery of Services as Per Submitted Work Plans as Part of Rural Health Transformation Program																			
County(ies) to be served: Lyon County (within Smith Valley Fire Protection District boundary)																			
Approved Budget Categories:																			
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">1. Personnel</td> <td style="width: 10%; text-align: right;">\$</td> <td style="width: 70%; text-align: right;">176,350</td> </tr> <tr> <td>2. Travel</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>3. Supplies</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td>4. Equipment</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">330,000</td> </tr> <tr> <td>6. Training</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">0</td> </tr> <tr> <td style="text-align: right;">Total Cost</td> <td style="text-align: right;">\$</td> <td style="text-align: right;">506,350</td> </tr> </table>		1. Personnel	\$	176,350	2. Travel	\$	0	3. Supplies	\$	0	4. Equipment	\$	330,000	6. Training	\$	0	Total Cost	\$	506,350
1. Personnel	\$	176,350																	
2. Travel	\$	0																	
3. Supplies	\$	0																	
4. Equipment	\$	330,000																	
6. Training	\$	0																	
Total Cost	\$	506,350																	
Disbursement of funds will be as follows: Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this Contract</i> . Total reimbursement will not exceed <u>\$506,350</u> during the Contract period.																			
Source of Funds:	Amount:	% of Funds:	CFDA#:	Federal Grant #:															
Federal Funds	\$506,350	100%	93.798	RHTCMS332074															
Terms and Conditions In accepting these grant funds, it is understood that: - Expenditures must comply with appropriate state and/or federal regulations. - This award is subject to the availability of appropriate funds. - Recipient of these funds agrees to stipulations listed in Attachments A-H of this Contract award.																			
Authorized Subawardee Official Cole Vlot, Board President Smith Valley County Fire Protection District	Signature	Date																	
Lyon County Scott Keller, Chairman, Lyon County Board of Commissioners																			

ATTACHMENT A

GRANT CONDITIONS AND ASSURANCES

Lyon County ("County") is the subrecipient of a Notice of Subaward from the State of Nevada, Nevada Health Authority ("NVHA" or "Department"), Agency Ref. # RHT-IN226032, under the federally funded Rural Health Transformation Program ("RHT Program"), CFDA 93.798, Federal Grant # RHTCMS332074, awarded by the Centers for Medicare & Medicaid Services ("CMS") of the U.S. Department of Health and Human Services ("HHS") pursuant to Public Law 119-21, Section 71401 (the "Prime Subaward"). The County is issuing a further subaward of RHT Program funds to a regional fire protection district ("District") to carry out a portion of the Scope of Work approved under the Prime Subaward, specifically the recruitment, hiring, onboarding, and deployment of single-role EMT/Paramedic personnel and associated equipment and operations described in Section B of the Prime Subaward.

This Attachment sets out the grant conditions and assurances that flow down from the Prime Subaward and that the District must accept as a condition of receiving RHT Program funds from the County. This Attachment is incorporated into, and forms a binding part of, the subaward agreement between the County and the District (the "District Subaward Agreement"). Except as the context requires otherwise, all federal, State of Nevada, and NVHA requirements that apply to the County as a subrecipient under the Prime Subaward apply equally to the District as a sub-subrecipient, and the District assumes toward the County the same obligations the County owes to NVHA and CMS under the Prime Subaward, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds.

Terms used in this Attachment have the meanings given to them in the Prime Subaward and in 2 CFR Part 200, unless otherwise defined below. "County" refers to Lyon County acting as the pass-through entity for purposes of this Attachment. "District" refers to the fire protection district identified as the subawardee on the signature page of the District Subaward Agreement. References to "NVHA," "Department," "CMS," and "HHS" retain their meanings from the Prime Subaward and, where applicable, the District's obligations run to those entities as well as to the County.

GENERAL CONDITIONS

1. Nothing contained in the District Subaward Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the County and the District. The District shall at all times remain an independent contractor with respect to the services performed under the District Subaward Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the District is an independent entity.
2. The District shall hold harmless, defend, and indemnify the County (and, to the extent of the County's own indemnification obligations under the Prime Subaward, NVHA) from any and all claims, actions, suits, charges, and judgments whatsoever arising out of the District's performance or nonperformance of the services or subject matter called for in the District Subaward Agreement.
3. The County or the District may amend the District Subaward Agreement at any time provided the amendment specifically references the District Subaward Agreement, is executed in writing, and is signed by a duly authorized representative of both parties. No amendment shall invalidate the District Subaward Agreement or relieve either party of its obligations except as expressly modified. The County may, in its discretion, amend the District Subaward Agreement to conform with federal, State, or NVHA guidelines, policies, and available funding, or to conform with any amendment to the Prime Subaward. Amendments affecting funding, scope of services, or the schedule of activities shall be incorporated only by written amendment signed by both parties.
4. Either party may terminate the District Subaward Agreement by giving written notice to the other party specifying the effective date of termination, at least 30 days before that date. Partial terminations of the approved scope of work may be undertaken only with the prior written approval of the County. In the event of a termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the District under the District Subaward Agreement shall, at the County's option, become the property of the County, and the District shall be entitled to just and equitable compensation for satisfactory work completed prior to termination. The County may also suspend or terminate the District Subaward Agreement, in whole or in part, if the District materially fails to comply with any term of the District Subaward Agreement or any applicable rule, regulation, or provision referred to herein, and the County may declare the District ineligible for further participation in RHT Program subawards, in addition to any other remedy available by law. Where there is probable cause to believe the District is in noncompliance with applicable rules or regulations, the County may withhold funding, and shall notify NVHA of any such action consistent with the County's obligations under the Prime Subaward.

GRANT ASSURANCES

A signature on the District Subaward Agreement indicates that the District is capable of, and agrees to meet, the following requirements, and that all information provided by the District in connection with this subaward is true and correct.

1. Adopt and maintain a system of internal controls that results in the fiscal integrity and stability of the District, including use of Generally Accepted Accounting Principles (GAAP).
2. Comply with applicable insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance, consistent with the requirements imposed on the County under the Prime Subaward.
3. These grant funds will not be used to supplant existing financial support for current programs of the District.
4. **The District must obtain prior written approval from the County before making any material change to the approved scope of work, budget, work plan, performance period, key personnel, or approved activities.** Prior written approval is required, at minimum, for: new or previously unapproved lower-tier subawards; consultant, contractor, or contractual activities not previously approved; changes in key personnel or level of effort; changes in project scope; no-cost extensions; carryover requests; lifting of funding restrictions; removal or modification of corrective action or non-compliance plans; equipment and other capital expenditures requiring approval under 2 CFR 200.439; rearrangement or reconversion costs under 2 CFR 200.462; and budget revisions exceeding applicable federal, NVHA, or County thresholds. Verbal approval is not sufficient. The District proceeds with any change requiring prior approval at its own risk until written approval is issued by the County, and, where the underlying change also requires NVHA or CMS approval, until such approval has been obtained and communicated to the District by the County.
5. **The District acknowledges that the funds provided under the District Subaward Agreement are federal financial assistance funds originally awarded to the State of Nevada through CMS under the RHT Program, and subsequently subawarded to the County by NVHA.** The District agrees to comply with all federal, State, NVHA, and program-specific requirements applicable to the award, whether expressly stated in the District Subaward Agreement or incorporated by reference, including the following documents and authorities, to the extent applicable to the District's activities, costs, performance, reporting, administration, and use of funds:
 - the CMS Notice of Award, including all standard, program-specific, and recipient-specific terms and conditions;
 - the CMS Standard Grant and Cooperative Agreement Terms and Conditions;
 - the CMS Rural Health Transformation Program Notice of Funding Opportunity, CMS-RHT-26-001;
 - the State of Nevada's CMS-approved RHT Program application, work plan, budget, and any CMS-approved revisions;
 - Public Law 119-21, Section 71401;
 - 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
 - 2 CFR Part 300 and other applicable HHS regulations;
 - the HHS Grants Policy Statement;
 - applicable HHS administrative and national policy requirements;
 - applicable federal appropriations restrictions, civil rights requirements, audit requirements, cost principles, procurement requirements, property requirements, record retention requirements, reporting requirements, and subrecipient monitoring requirements;
 - the Nevada Department of Health and Human Services Grant Instructions and Requirements, to the extent applicable;
 - the Prime Subaward (NVHA Agency Ref. # RHT-IN226032) and this Attachment; and
 - any additional written guidance, award condition, corrective action requirement, or approval issued by CMS, NVHA, or the County that applies to the District's subaward.
6. **The District shall perform all activities under the District Subaward Agreement in accordance with the approved scope of work, approved budget, applicable funding limitations, allowable cost requirements, and performance expectations of the RHT Program.** Federal funds may be used only for costs that are necessary, reasonable, allocable, allowable, adequately documented, not prohibited by the RHT Program, and consistent with the approved award. The District acknowledges that federal award requirements generally flow down to subawards and subrecipients at every tier unless a requirement expressly applies only to the prime recipient or the context clearly indicates otherwise. The District shall comply with all applicable federal requirements and shall ensure that its own contractors, consultants, and other partners comply with all applicable requirements related to the activities or funds provided under the District Subaward Agreement. In the event of a conflict among applicable requirements, the most restrictive applicable requirement shall control, unless federal law or CMS written guidance requires otherwise. Federal statutes, regulations, the CMS Notice of Award, CMS-approved program terms, and the CMS Notice of Funding Opportunity shall control over inconsistent State, NVHA, County, or District guidance or policies. The District understands that failure to comply with any incorporated requirement may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, referral to CMS, HHS, or NVHA oversight authorities, or any other remedy available under the District Subaward Agreement, 2 CFR Part 200, CMS award terms, or applicable law.
7. **Recovery of Funds and Disallowed Costs.** If the Federal awarding agency, Nevada Health Authority (NVHA), or Lyon County determines that funds previously disbursed or expenditures previously reimbursed under this Subaward are subject to repayment,

recoupment, or recovery, the District shall be responsible for repayment of such amounts to the extent attributable to the District's actions, omissions, noncompliance, or expenditures that are not allowable under the applicable Federal award or this Subaward. Lyon County may require the District to return funds, offset amounts against future payments, or take other corrective action as permitted by applicable law and the terms of this Subaward. The District shall cooperate with Lyon County in responding to any repayment, recoupment, recovery, audit, or corrective action requirement imposed by the Federal awarding agency, NVHA, or Lyon County. Nothing in this provision shall be construed to impose liability on the District for costs that are allowable under the applicable Federal award and this Subaward solely because of a Federal award termination, suspension, reduction, or other funding action, except to the extent that such costs are subject to repayment, recoupment, or recovery under applicable law, the Federal award, or the terms of this Subaward.

8. **The District must maintain and comply with written standards of conduct and conflict-of-interest policies consistent with 2 CFR 200.112, 2 CFR 300.112, and applicable procurement requirements.** The District must promptly disclose to the County any actual, potential, or apparent personal, organizational, financial, or other conflict of interest related to the District Subaward Agreement, including conflicts involving employees, officers, agents, board members, consultants, contractors, or partners of the District. The District must not proceed with an affected transaction or activity until the conflict has been disclosed and resolved to the County's satisfaction.
9. **The District must maintain a valid Unique Entity Identifier (UEI)** and, when required, active SAM.gov registration for the period during which the District Subaward Agreement is active and for any period during which federal funds remain available or reporting obligations remain outstanding. The District must review and update its SAM.gov information at least annually and more frequently if required by changes in information. The District must promptly provide the County with its UEI, EIN, Tax ID, National Provider Identifier if applicable, legal name, address, key personnel, and any other information needed for CMS, SAM.gov, FFATA, or subrecipient monitoring purposes. Before entering into any covered procurement contract of \$40,000 or more, the District must check SAM.gov to ensure the entity and its principals are not suspended, debarred, excluded, or otherwise ineligible to receive federal funds. The District must immediately notify the County if the District, any principal, key personnel, or contractor becomes suspended, debarred, excluded, or otherwise ineligible.
10. **The District must comply with all applicable federal civil rights and nondiscrimination laws**, including Title VI of the Civil Rights Act of 1964 and 45 CFR Part 80; Section 504 of the Rehabilitation Act of 1973 and 45 CFR Part 84; Title IX of the Education Amendments of 1972 and 45 CFR Part 86, if applicable; the Age Discrimination Act of 1975 and 45 CFR Part 91; Section 1557 of the Patient Protection and Affordable Care Act and 45 CFR Part 92; and any other applicable HHS civil rights requirements. Compliance with these federal civil rights requirements is a material condition of receiving funds under the District Subaward Agreement. The District must ensure that its contractors, consultants, and partners comply with applicable civil rights requirements.
11. **Compliance with the Americans with Disabilities Act of 1990** (P.L. 101-136), 42 U.S.C. 12101, as amended, and its implementing regulations at 28 CFR 26.101–36.999, and any relevant program-specific regulations.
12. **Compliance with Title 2 of the Code of Federal Regulations (CFR) and any applicable OMB guidance**, including audit requirements for entities that expend \$1,000,000 or more in federal awards during their fiscal year, which requires an annual audit prepared by an independent auditor in accordance with the terms and requirements of the applicable circular. The District shall promptly provide the County with the audit information requested in the Audit Information Request incorporated as part of the District Subaward Agreement.
13. **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. Any contract or lower-tier subaward of amounts in excess of \$150,000 issued by the District must contain a provision requiring the recipient to comply with all applicable standards, orders, or regulations issued pursuant to these Acts. Violations must be reported by the District to the County, which will report them to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
14. Certification that neither the District 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, pursuant to applicable federal suspension and debarment requirements, including 2 CFR 200.214, 2 CFR Part 180, 2 CFR Part 376, and any amendments, superseding regulations, or subsequent applicable federal guidance.
15. **Mandatory Disclosures.** The District must promptly disclose in writing to the County any credible evidence of a violation of federal criminal law involving fraud, bribery, gratuity violations, or false claims potentially affecting this award, immediately upon discovery, and must cooperate with the County in making any required disclosure to NVHA, CMS, and the HHS Office of Inspector General. The District must also promptly notify the County of any investigation, audit finding, allegation, overpayment, misuse of funds, or other matter that may affect compliance with the District Subaward Agreement or the federal award. Failure to make a required disclosure may result in corrective action, withholding of payment, disallowance of costs, recovery of funds, suspension, termination, or other remedies available under the District Subaward Agreement, 2 CFR Part 200, or applicable federal law. The District shall provide the County, NVHA, CMS, HHS, the HHS Office of Inspector General, the U.S. Government Accountability Office, the Comptroller General of the United States, and their authorized representatives timely access to facilities, personnel, financial records, electronic records, supporting documentation, and contractor records relating to the District Subaward Agreement for purposes of monitoring, audit, investigation, evaluation, or other authorized oversight activities. Disclosures to HHS OIG must be submitted to MandatoryGranteeDisclosures@oig.hhs.gov or by fax to (202) 205-0604

with “Mandatory Grant Disclosures” in the subject line. The District must include this mandatory disclosure requirement in all of its own contracts funded under the District Subaward Agreement.

16. **The District must comply with all applicable federal fraud, waste, and abuse requirements.** Suspected fraud, waste, or abuse may be reported to the HHS Office of Inspector General, including through 1-800-HHS-TIPS. The Medicare and Medicaid anti-kickback statute, 42 U.S.C. § 1320a-7b, is incorporated into the District Subaward Agreement by reference. The District shall not offer, pay, solicit, or receive remuneration in violation of applicable federal health care program requirements.
17. **Privacy and Security of Health Information.** The District must protect all personally identifiable information, protected health information, and confidential health information obtained, created, maintained, used, or disclosed under the District Subaward Agreement. Before beginning any applicable program activity, the District must maintain administrative, technical, and physical safeguards at least as protective as those required under HIPAA, including 45 CFR Parts 160 and 164, regardless of whether the District is a covered entity or business associate. The District must ensure that its contractors and other partners comply with these requirements. Any unauthorized use, disclosure, breach, or suspected breach must be reported to the County immediately.
18. **Employee Whistleblower Protections.** The District must comply with applicable federal whistleblower protection requirements and shall inform its employees, in writing and in the predominant native language of the workforce, of their rights and protections against retaliation for reporting fraud, waste, abuse, violations of law, or other misconduct related to this award. The District shall require its contractors to comply with these requirements where applicable.
19. **Prohibition on Certain Telecommunications and Video Surveillance Equipment or Services.** The District must comply with 2 CFR 200.216 and may not obligate or expend funds under the District Subaward Agreement to procure, obtain, extend, renew, or enter into any contract for covered telecommunications equipment, video surveillance equipment, or related services prohibited by federal law. This prohibition applies to the District and to any contractors or partners paid with funds under the District Subaward Agreement, and the District must include this requirement in all applicable lower-tier agreements and procurement documents.
20. **Bankruptcy Notification.** The District must notify the County in writing within five (5) calendar days if the District enters bankruptcy proceedings, whether voluntary or involuntary. The notice must include the filing date, court name, case number if available, copies of relevant pleadings, and a list of any federal grants, subawards, or cooperative agreements affected by the bankruptcy.
21. **Procurement and Purchasing Standards.** The District shall comply with all applicable federal, State, NVHA, and County procurement requirements when purchasing goods, equipment, supplies, services, consultant services, contracts, or other property using funds provided under the District Subaward Agreement, including, at minimum, the procurement standards in 2 CFR 200.317 through 2 CFR 200.327, and shall maintain written procurement procedures consistent with those requirements. The District shall conduct procurement transactions in a manner providing full and open competition and shall use the more restrictive of applicable federal requirements, County requirements, or the District's own written procurement policies, and shall not divide or structure procurements to avoid competition, documentation, prior approval, or other applicable thresholds. The District shall maintain procurement records sufficient to document the history of each procurement transaction, including the procurement method used, contractor selection, contract type, basis for contract price, and any required approvals. Noncompetitive (sole-source) procurement may be used only when permitted under applicable federal requirements and shall be fully documented and retained for monitoring and audit purposes. The District shall obtain prior written approval from the County before purchasing equipment, capital assets, or other items requiring approval under 2 CFR Part 200, the CMS award terms, the Prime Subaward, or the District Subaward Agreement. Equipment with a per-unit acquisition cost of \$10,000 or more shall be managed in accordance with applicable federal property requirements and County instructions. In addition to any federal prior approval requirements, the District shall obtain prior written approval from the County before entering into any procurement transaction, contract, purchase order, consultant agreement, equipment purchase, technology purchase, or amendment funded under the District Subaward Agreement with a total value of \$50,000 or more.
22. **Appropriations and Salary Limitation.** The District shall comply with all applicable federal appropriations restrictions incorporated into the federal award, including any limitations imposed by HHS or CMS. Federal funds provided under the District Subaward Agreement shall not be used to pay the salary of any individual at a rate in excess of the applicable HHS Executive Level II salary limitation in effect during the period in which the salary is earned. Any portion of an individual's salary that exceeds the applicable HHS salary limitation must be paid from non-federal funds and shall not be charged, directly or indirectly, to the District Subaward Agreement. The applicable Executive Level II salary limitation shall be the rate in effect at the time the costs are incurred, as published by the U.S. Office of Personnel Management (OPM) or otherwise identified by HHS.
23. **Five-Year Rural Service Commitment.** If any activity funded under the District Subaward Agreement provides a direct, individualized recruitment, retention, relocation, scholarship, stipend, tuition assistance, certification, credentialing, residency support, fellowship support, or other workforce incentive or benefit to a member of the clinical workforce that is subject to the RHT Program's five-year rural service requirement (including, without limitation, single-role EMT/Paramedic personnel recruited, hired, onboarded, or deployed under the District's subaward), the District shall ensure that each recipient enters into a written service commitment agreement before receiving the benefit. The agreement shall require the individual to provide clinical services in eligible rural communities for the required service period in accordance with CMS guidance and any additional requirements established by NVHA or the County. Whether a proposed activity is subject to the five-year service commitment shall be determined by NVHA or the County.

24. **Service Commitment Monitoring Plan.** Prior to execution of the District Subaward Agreement, or prior to implementation of any activity subject to the five-year rural service commitment, whichever occurs later, the District shall submit a written Service Commitment Monitoring and Enforcement Plan to the County for review and approval (and forwarding to NVHA as required). The plan shall describe, at a minimum: (a) criteria used to identify individuals subject to the service commitment; (b) execution and maintenance of written service agreements; (c) procedures for verifying eligible rural clinical service, including reporting frequency and supporting documentation; (d) methods for tracking compliance throughout the five-year obligation, including any approved pauses or deferrals; (e) procedures for identifying, documenting, and reporting noncompliance; (f) proposed recovery procedures for funds or benefits provided in the event of noncompliance, where applicable; and (g) procedures for requesting review of any claimed extenuating circumstances. No activity requiring a five-year rural service commitment may commence until the County has approved the Monitoring and Enforcement Plan. The County may require revisions to the plan or additional monitoring requirements at any time during the subaward period to ensure compliance with CMS and NVHA requirements. The District shall not modify, waive, forgive, or otherwise release any five-year rural service obligation based upon death, disability, military service, or other claimed extenuating circumstance without prior written approval from the County, which shall in turn seek any necessary approval from NVHA and CMS. No waiver or release shall become effective unless and until such approval is obtained.
25. **The District acknowledges that the County shall monitor the District's performance and compliance throughout the period of performance in accordance with applicable federal, State, and NVHA requirements, including 2 CFR Part 200, the CMS Notice of Funding Opportunity, the CMS Standard Terms and Conditions, the Prime Subaward, and any Nevada Department of Health and Human Services Grant Instructions and Requirements, as applicable.** The nature, frequency, and scope of monitoring shall be determined by the County based on the District's assessed level of risk, prior performance, financial stability, internal controls, compliance history, audit results, complexity of the funded activities, amount of funding awarded, and any other factors the County determines relevant, and may include desk reviews, financial and programmatic reviews, reimbursement reviews, document requests, performance monitoring, technical assistance, interviews, remote monitoring, site visits, corrective action plans, or other oversight activities. The County may modify the level or frequency of monitoring at any time based on changes in the District's risk profile, identified compliance concerns, audit findings, performance issues, significant changes in operations or personnel, or other circumstances, without requiring amendment of the District Subaward Agreement. The District acknowledges that NVHA, CMS, and HHS retain independent monitoring, audit, and oversight rights with respect to the District's use of RHT Program funds.
26. **No funding associated with this subaward will be used for lobbying.**
27. The District shall disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subaward.
28. The District shall provide a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
29. The District 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 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, formulation, modification, or enactment of federal, state, or local legislation or of a federal, state, or local rule, regulation, executive order, or other program, policy, or position through communication with any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or through preparing, distributing, or using publicity or propaganda, or urging members of the public to contribute to or participate in mass demonstrations, marches, rallies, fundraising drives, lobbying campaigns, or letter-writing or telephone campaigns; and legislative or executive branch liaison activities carried on in support of, or in knowing preparation for, any of the foregoing prohibited activities.
30. The District may, to the extent and in the manner authorized in its subaward, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information that is made in a speech, article, publication, or other material distributed and made available to the public, or through radio, television, cable television, or other medium of mass communication, and that is not specifically directed at any member or employee of Congress, the Nevada Legislature, or a local governmental entity, or at any governmental official or employee involved in signing or vetoing legislation, or in introducing, formulating, modifying, or enacting a federal, state, or local rule, regulation, executive order, or other program, policy, or position. This provision does not prohibit the District from providing information directly related to the subaward, or the application for the subaward, to the County or NVHA. To comply with reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA), the District shall provide all information reasonably requested by the County to enable compliance with FFATA, including first-tier subaward reporting, executive compensation reporting when applicable, and any information required under 2 CFR Part 170.
31. The District shall comply with all applicable federal acknowledgement, disclosure, and disclaimer requirements, including the Stevens Amendment, for any public-facing materials, publications, outreach documents, reports, presentations, websites, webpages, press releases, social media posts, training materials, signage, or other communications developed or disseminated in whole or in part with RHT Program funds. All such public-facing documents or materials must include the following disclaimer: "This publication is supported by the Centers for Medicare and Medicaid Services (CMS) of the U.S. Department of Health and

Human Services (HHS) as part of a financial assistance award totaling \$179,931,608.42 with 100% funded by CMS/HHS. The contents are those of the authors and do not necessarily represent the official view of, nor an endorsement, by CMS/HHS, or the U.S. Government.” The District is responsible for ensuring that this disclaimer is included in all applicable materials produced by the District, its contractors, or other partners using funds under the District Subaward Agreement, and, where space allows, should also acknowledge support from Lyon County and the Nevada Health Authority through the Rural Health Transformation Program, using attribution language and logos provided by the County or NVHA. Failure to include the required disclaimer may result in corrective action, withholding of reimbursement, disallowance of costs, or other remedies available under the District Subaward Agreement.

32. The District must comply with 45 CFR Part 87, Equal Treatment for Faith-Based Organizations, to the extent applicable.
33. If the District's activities involve both ongoing access to HHS or CMS information or technology systems and handling personally identifiable information or protected health information from HHS or CMS, the District must create, maintain, and comply with a cybersecurity plan consistent with applicable HHS Administrative and National Policy Requirements. The District must provide the plan to the County upon request and must promptly report cybersecurity incidents, suspected incidents, unauthorized access, or breaches involving award-related systems or data.
34. Where funded activities include health information technology, interoperability, health information exchange, or electronic health records — including any ProQA or MIH/CP encounter documentation systems implemented under the District's scope of work — the District shall comply with applicable federal Health Information Technology and Interoperability requirements.
35. Any continuation, renewal, extension, or funding of the District Subaward Agreement beyond the current budget period is contingent upon the District's satisfactory performance, timely completion of required deliverables, compliance with all reporting and documentation requirements, availability of funds, and the County's continued receipt of funding and authorization from NVHA and CMS. Neither the County nor NVHA has any obligation to provide funding beyond the amount and period expressly stated in the District Subaward Agreement.

ACKNOWLEDGEMENT

By signing the District Subaward Agreement to which this Attachment is incorporated, the District acknowledges that it has read and agrees to comply with each of the Grant Conditions and Assurances set out above, in addition to any additional terms, budget, scope of work, and reporting requirements set out in the District Subaward Agreement and its attachments.

ATTACHMENT B

Intent, Purpose, and Summary of this Subaward

The intent and purpose guiding this subaward is the execution of services as described in the federally-funded Rural Health Transformation Program in Lyon County. In consideration of the mutual promises, covenants, and agreements hereinafter set forth, and pursuant to the laws of the State of Nevada the following is agreed upon:

1. LYON COUNTY will contract with Subgrantee to provide the services to subgrantee in the amount of \$506,350 as per the attached budget in Attachment C.
2. **Subgrantee will submit monthly for reimbursement.** These will be due to LYON COUNTY by the 10th of each month for the month preceding (i.e., November 10th for October). In addition, back-up documentation to support the monthly requests in the form of a monthly P & L, timesheets, and mileage sheets will be required. Required monthly reporting forms are provided in Attachment E.
3. LYON COUNTY and Subgrantee agree that this contract is good for October 1, 2026 – August 30, 2027.
4. LYON COUNTY and Subgrantee will jointly comply with all grant reporting requirements as outlined and requested by the Nevada Health Authority and the Centers for Medicare & Medicaid Services (CMS).
5. Each party shall have the right to terminate the subaward by giving thirty (30) days' written notice to the other party at any time. If the Subaward is terminated by either party, the parties shall take appropriate steps to address financial obligations, projects, and activities in progress in accordance with applicable Federal award requirements, this Subaward, and applicable law. No provision of this Section shall limit Lyon County's authority to withhold, recover, or require repayment of funds, or to take other corrective action, when required or permitted by applicable Federal award requirements, NVHA requirements, or applicable law.

Responsibilities of Lyon County:

1. To work in collaboration with subgrantee to successfully execute the deliverables of the Rural Health Transformation Project in the "Scope of Work" document (Attachment D).

Responsibilities of Subgrantee:

1. To work in collaboration with LYON COUNTY to successfully execute the deliverables of the Rural Health Transformation Project as outlined in the "Scope of Work" document (Attachment C).
2. The Subgrantee shall be solely responsible for all ongoing, recurring, maintenance, replacement, operational, and other costs associated with personnel, equipment, vehicles, supplies, facilities, and services funded or acquired through this Subaward after the expiration or termination of the Subaward. The Subgrantee acknowledges and agrees that acceptance of RHTP funding does not create or imply any continuing financial obligation, funding commitment, or responsibility on the part of Lyon County for the continuation, maintenance, operation, replacement, or support of the personnel, equipment, vehicles, services, or activities funded under this Subaward.

Each entity agrees to hold harmless, indemnify, and defend its respective members from and against any and all claims, demands, actions, causes of action, and litigation, financial or otherwise arising out of their independent activities or activities the agency would have undertaken whether or not the service agreement was in existence. By signing this agreement both entities agree to be active partners and agree to abide by this agreement.

Scott Keller, Chairman,
Lyon County Board of Commissioners

Subgrantee: Cole Vlot, Board President
Smith Valley Fire Protection District

Date

Date

ATTACHMENT C

Smith Valley Fire Protection District “Subgrantee” agrees to adhere to the following budget:

APPROVED BUDGET CATEGORIES include:

Personnel Costs: \$176,350

Capital Expenditures: \$330,000

TOTAL COSTS NOT TO EXCEED \$506,350

REIMBURSEMENT shall be on the following basis:

A Request for Reimbursement will be submitted electronically to Taylor Allison (tallison@lyon-county.org) using the Request for Reimbursement form in Attachment E no later than the 10th of every month.

Requests for advance of payment will not be considered or allowed. A request must be submitted as a zero dollar request if no expenses were incurred during the month.

Subgrantee agrees that submittal of the electronic reimbursement request constitutes an electronic signature and indicates that all source documentation is approved and on file with original signature when required.

Subgrantee must retain copies of approved travel claims, consultant invoices, payroll register indicating title, receipts for goods purchased, and any other relevant source documentation in support of reimbursement requests.

The amount requested cannot exceed the amount of the actual expenditure.

Additional expenditure detail will be provided upon request from LYON COUNTY. If additional detail or copies of backup documentation are requested by LYON COUNTY the information will be required to be given within 10 business days of the request. Any costs requested without sufficient approved backup will be denied until such support can be produced.

Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees.

Contracts, including lease agreements must be received by LYON COUNTY prior to reimbursement payments. LYON COUNTY has the right to withhold reimbursement if any of the terms of the subgrant are not met, including the scope of work.

Additionally, the subgrantee agrees to provide:

A final Request for Reimbursement to the Coalition within 5 days of the CLOSE OF THE SUBGRANT PERIOD. Any unobligated funds shall be returned to LYON COUNTY at that time, or if not already requested, shall be deducted from the final award.

LYON COUNTY agrees to:

Process Requests for Reimbursement in a timely manner.

Provide technical assistance to ensure compliance with subgrant and to maintain program integrity.

LYON COUNTY reserves the right to reject requests for reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by LYON COUNTY.

Both parties agree: Program Compliance and Fiscal Monitors are a condition of receipt of this funding. Programs receiving this funding are required to participate in both the certification and the monitor processes.

A monitor is regulatory in nature and the purpose of the LYON COUNTY monitor is to accomplish the following:
Verify that funds are being utilized as identified in grant award documents.

Ensure that LYON COUNTY funds programs in compliance with state and federal requirements and restrictions.
Identify problems or difficulties at an early point in time.

Coordinate the efficient delivery of services to Nevada's population.

EQUIPMENT AND PROPERTY REQUIREMENTS

If this subaward includes the purchase, lease, or use of equipment with Rural Health Transformation (RHT) Program funds, the Subrecipient shall be responsible for the proper acquisition, management, safeguarding, inventory, maintenance, and disposition of all equipment purchased in whole or in part with subaward funds.

At a minimum, the Subrecipient shall:

- Use equipment solely for authorized purposes consistent with the approved Scope of Work and budget.
- Maintain an equipment inventory system that includes, at a minimum:
 - Equipment description;
 - Manufacturer, model, serial number, or other unique identifier;
 - Funding source and subaward number;
 - Acquisition date;
 - Acquisition cost;
 - Physical location;
 - Custodian or department responsible for the equipment;
 - Current condition;
 - Date and method of disposition, if applicable.
- Affix a permanent property tag or other unique identification to all equipment requiring inventory control.
- Conduct and document a physical inventory of all reportable equipment at least annually and reconcile inventory records to physical inventory results.
- Maintain written procedures to safeguard equipment against loss, theft, damage, or unauthorized use.
- Notify the Department within five (5) business days of discovering any loss, theft, damage, destruction, or unauthorized disposition of equipment purchased with RHT funds and cooperate in any required investigation.
- Perform routine preventive maintenance sufficient to keep equipment in good working condition throughout its useful life.
- Permit the Department, CMS, HHS, the Office of Inspector General, the Government Accountability Office, and other authorized oversight entities to inspect equipment and inventory records upon request.
- Obtain prior written approval from the Department before transferring, selling, replacing, cannibalizing, or otherwise disposing of equipment when required by the terms of the federal award.
- Follow all applicable federal and state property disposition requirements at the conclusion of the subaward or when equipment is no longer needed for the approved project.
- Equipment records shall be retained in accordance with applicable federal and state record retention requirements and remain available for audit or monitoring.
- The Subrecipient shall comply with all applicable requirements of 2 CFR 200.313, the HHS Grants Policy Statement, CMS Rural Health Transformation Program award terms and conditions, Nevada DHHS Grant Instructions and Requirements (GIRS), and any additional written guidance issued by NVHA.
- The Department may provide disposition instructions at closeout consistent with applicable federal requirements.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award Period, 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 LYON COUNTY and/or state and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**RURAL HEALTH TRANSFORMATION PROJECT SUBAWARD
SMITH VALLEY FIRE PROTECTION DISTRICT
BUDGET**

Category	Expenditure	Description	Total
Personnel Costs	Salaries/Wages	Single-Role EMT/Paramedic (2.0 FTE) X \$88,175 each	\$176,350
		Total	\$176,350
Equipment	Capital Expenditure	1 Ambulance/ Mobile Integrated Health Unit (not to exceed \$330,000)	\$330,000
		Total	\$330,000
		Total Budget Amount	\$506,350

Attachment D
Scope of Work
SMITH VALLEY FIRE PROTECTION DISTRICT

Description of Services, Scope of Work and Deliverables

Smith Valley Fire Protection District, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Period of Performance: Budget Period 1 of RHT FLEX FUND 10/01/2026 – 08/30/2027

Goal 1: By August 30, 2027, Lyon County will subaward with regional fire protection districts to successfully recruit, hire, onboard, and deploy six (6) single-role EMT/Paramedic personnel to staff dedicated mobile integrated health response units, reducing over-reliance on full fire/EMS crews for lower acuity calls.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
1.1 Develop and adopt MIH/CP personnel policies, job descriptions, and operational protocols for single-role EMT/ Paramedic position by October 31, 2026.	1. Review existing policies and identify gaps for single-role EMT/Paramedics – develop project standard operating procedures as needed 2. Draft job descriptions, scope of practice documentation, and operational protocols 3. Develop agreements/processes with partner agencies outlining referral workflows	10/31/2026	• Adopted job descriptions for single-role EMT/Paramedic positions • Agreements/SOPs for single-roles and referrals to stakeholders • Bimonthly meetings
1.2 Recruit and hire two (2) single-role EMT/Paramedic personnel by November 30, 2026	1. Hire two (2) single-role EMT/Paramedic personnel by November 30, 2026.	11/30/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • # of EMT/Paramedics on boarded
1.3 Deploy single-role EMT/Paramedic personnel into active mobile integrated health/community paramedicine unit operations across by August 30, 2027, with each unit documenting a minimum of 10 patient encounters	1. Integrate single-role personnel into district scheduling and dispatch protocols 2. Initiate response to non-emergent and low-acuity calls 3. Document all MIH/CP encounters using standardized electronic reporting tools	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Reports on # calls for service, # patient encounters, # referrals, # follow ups

Goal 2: By August 30, 2027, Smith Valley Fire Protection District will procure, receive, equip, and place into service a mobile integrated health (MIH) ambulances and associated equipment to support a dedicated mobile integrated health response capability to improve access to appropriate levels of care across Lyon County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Monitoring and Accountability Activities</u>
2.1 Complete procurement planning, specifications development, and vendor solicitation for ambulances and MIH/CP equipment by October 31, 2026.	1. Develop ambulance technical specifications appropriate for MIH/CP operations, including in rural/frontier terrain 2. Identify and compile list of associated supplies (PPE, wound care, consumable medical supplies) 3. Issue formal procurement documents in compliance with county, state, and federal procurement requirements 4. Evaluate vendor bids and select awardees	10/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed bid documents and procurement documents for 4 MIH units • Procurement timeline
2.2 Execute contracts and issue purchase orders for ambulance by December 31, 2026.	1. Finalize and execute purchase agreements with selected vendors 2. Issue purchase orders through county finance and procurement systems 3. Confirm delivery timelines and coordinate with district receiving personnel 4. Ensure compliance with grant asset tracking and reporting requirements	12/31/2026	• Bimonthly meetings • Quarterly Progress and Financial Reports • Completed subawards with 4 fire districts (approved by County Commission and Fire Board) • Purchase orders for 4 MIH units and requested equipment (QRVs, Cardiac monitors, cots/gurneys, mechanical chest compression devices, medication inventory system, etc.)
2.3 Receive, inspect, outfit, and place into service ambulance and equipment by August 30, 2027.	1. Coordinate delivery and conduct physical inspection of all vehicles and equipment upon receipt 2. Complete final ambulance outfitting (medical supply installation, technology integration, branding/identification) 3. Conduct vehicle safety checks, apparatus inspections, and equipment testing 4. Register vehicles and update district fleet records 5. Assign each ambulance to its designated fire protection district and document operational deployment	8/30/2027	• Bimonthly meetings • Quarterly Progress and Financial Reports • Inventory tracking report/fleet records

Attachment E MONTHLY REPORTING FORMS

REQUEST FOR REIMBURSEMENT

Program Name: Rural Health Transformation Program Lyon County				Subrecipient Name: Smith Valley Fire Protection District		
Address: 27 S. Main Street, Yerington, NV 89447				Address: 1 Hardie Ln, Smith, NV 89430		
Subgrant Period: October 1, 2026 – August 30, 2027				Subrecipient's: EIN: _____ Vendor #: _____		
Reimbursement Type: (New, Amendment, Final)						
FINANCIAL REPORT AND REQUEST FOR FUNDS						
(must be accompanied by expenditure report/back-up) Month(s): _____ Calendar year: _____						
	A	B	C	D	E	F
Approved Budget Category	Approved Budget	Total Prior Requests	Current Request	Year to Date Total	Budget Balance	Percent Expended
5 Contract/Consultant						%
5A Personnel	\$176,350.00	\$0.00	\$0.00	\$0.00	\$0.00	
5E Capital Expenditure – (Ambulance)	\$330,000.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$506,350.00	\$0.00	\$0.00	\$0.00	\$0.00	
I, a duty authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that them 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 _____	
OFFICE USE ONLY – LYON COUNTY – OFFICE USE ONLY						
Subrecipient contact necessary? ____ Yes ____ No Contact Person: _____						
Reason for contact: _____ _____						
Program Review/approval date: _____ _____						
Fiscal Review/approval date: _____ _____						

SUBAWARD MONTHLY PROGRESS REPORT

Rural Health Transformation Program Subaward

Instructions: **Complete one report per reporting month and submit no later than the 10th of the following month**, along with the corresponding Request for Reimbursement. Report on activity occurring only within the reporting period identified below, unless a field specifically asks for a cumulative or milestone date. Attach supporting documentation as applicable.

SECTION 1 — REPORT OVERVIEW

Report Number		Reporting Period (Month)	
Organization (Subawardee)		Project Start Date	
Report Prepared By		Contact Information	

SECTION 2 — SINGLE-ROLE EMT/PARAMEDIC PERSONNEL ONBOARDING MILESTONES (Goal 1)

Report the status of these milestones as of the end of the reporting period. Once a date is reported, carry it forward on subsequent reports.

Date personnel policies, job descriptions, and operational protocols for single-role EMT/Paramedic positions completed	
Number of single-role EMT/Paramedic positions hired and onboarded (this reporting period / cumulative) <i>Report as: this period / cumulative (e.g., 2 of 3 FTE)</i>	
Date(s) single-role EMT/Paramedics started <i>List each start date and district if more than one individual started during the period</i>	

SECTION 3 — AMBULANCE & EQUIPMENT PROCUREMENT MILESTONES (Goal 2)

Date RFPs/Purchase Orders completed for ambulances	
Date ambulance is received and inspected <i>List each ambulance and the date received during the period</i>	
Date ambulance is put into service <i>List each ambulance and the date the unit was placed into service during the period</i>	

SECTION 4 — SERVICE DELIVERY DATA (This Monthly Reporting Period Only)

Report unduplicated counts for the reporting month identified in Section 1 only. Do not report cumulative totals in this section. Data should only reflect service delivery by single-role mobile integrated health ambulances that are attributable to this project and not the District's overall service delivery data.

# of Calls for Service in this reporting period	
# of Patient Encounters	

# of Emergency Transport Trips	
Emergency Transport Trips Mileage	
# of Nonemergency Transport Trips	
Nonemergency Transport Trips Mileage	
# of Referrals to Community-Based Services / Appropriate Levels of Care	
# of Patient Follow-Ups	
Total # of Unduplicated Individuals Served During Reporting Period (Monthly) <i>An individual receiving more than one encounter or service in the same month should be counted once</i>	

SECTION 5 — PROJECT COMPLETION

Complete this field only on the FINAL progress report submitted for this subaward.

Date of Project Completion <i>Include only in the final progress report</i>	
---	--

SECTION 6 — NARRATIVE (Optional)

Briefly describe progress, barriers encountered, and any corrective actions taken during this reporting period.

CERTIFICATION

I certify to the best of my knowledge and belief that this report is true, complete, and accurate, and that the data reported reflects activities and services delivered under the approved scope of work for this subaward.

Authorized Signature		Title	
Date			

Attachment F
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? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? _____
8. Which accounting firm conducted your last audit? _____

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

Attachment G
CURRENT OR FORMER STATE EMPLOYEE DISCLAIMER

For the purpose of State compliance with NRS 333.705, subrecipient represents and warrants that if subrecipient, or any employee of subrecipient who will be performing services under this subaward, is a current employee of the State or was employed by the State within the preceding 24 months, subrecipient has disclosed the identity of such persons, and the services that each such person will perform, to the issuing Agency.

Subrecipient agrees they will not utilize any of its employees who are Current State Employees or Former State Employees to perform services under this subaward without first notifying the Agency and receiving from the Agency approval for the use of such persons. This prohibition applies equally to any subcontractors that may be used to perform the requirements of the subaward.

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

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

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

NO ☐ Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any

Name

Services

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

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

Attachment H **BUSINESS ASSOCIATE ADDENDUM**

BETWEEN

SMITH VALLEY FIRE PROTECTION DISTRICT

Hereinafter referred to as the “Covered Entity”

and

LYON COUNTY

Hereinafter referred to as the “Business Associate”

This Business Associate Agreement (“**BAA**”) is incorporated as an attachment by reference to a Subaward agreement (in consideration of mutual obligations contained therein and below and the exchange of information pursuant to this BAA and the Subaward agreement) by and between the named Smith Valley Fire Protection District (“Covered Entity”), a government entity, and Lyon County (“Business Associate”), a government entity in accordance with the meanings ascribed to the terms “Covered Entity” and “Business Associate” under 45 CFR § 160.103 et seq. (see also 45 CFR § 164.501). The Covered Entity and Business Associate are collectively referred to herein as the “Parties.”

I. RECITALS

- a. Covered Entity is either a “covered entity” in its own right or a “business associate” of a covered entity as each are defined under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended by the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 (collectively, “HIPAA” as may be amended or in effect at the time) and, as such, is required to comply with HIPAA’s provisions regarding the confidentiality and privacy of Protected Health Information (as defined below);
- b. The Parties have entered into or will enter into an agreement or agreements under which Business Associate provides or will provide certain specified services to Covered Entity (collectively, the “Agreement”);
- c. In providing services pursuant to the Agreement, Business Associate will have access to Protected Health Information (“PHI”), including, where applicable, through provision of services on behalf of Covered Entity which result in direct receipt of PHI from sources other than Covered Entity;
- d. By providing the services pursuant to the Agreement, Business Associate will become a “business associate” of Covered Entity as such term is defined under HIPAA;
- e. Both Parties are committed to complying with all federal and state laws governing the confidentiality and privacy of health information, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information (45 CFR Part 160 and Part 164, Subparts A and E, collectively the “Privacy Rule”); and
- f. Both Parties intend to protect the privacy and provide for the security of PHI disclosed to the Business Associate pursuant to the terms of this Agreement, the Contract for Services to which this Agreement is incorporated, HIPAA, and other applicable state and federal laws and regulations.

II. DEFINITIONS

- a. For the purposes of this BAA, the Parties give the following meaning to each of the terms as set forth below and in the information above. Any capitalized term used in this BAA, but not otherwise defined, has the meaning given to that term in the Privacy Rule or pertinent law.
 - i. “**Affiliate**” means a subsidiary or affiliate of Covered Entity that is, or has been, considered a covered entity as defined by HIPAA.
 - ii. “**Breach**” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI as defined in 45 CFR § 164.402 and 42 USC § 17921.
 - iii. “**Breach Notification Rule**” means the portion of HIPAA set forth in subpart D of 45 CFR Part 164.
 - iv. “**CFR**” means the Code of Federal Regulations.
 - v. “**Data Aggregation**” means, with respect to PHI created or received by Business Associate in its capacity as the “business associate” under HIPAA of Covered Entity, the combining of such PHI by Business Associate with the PHI received by Business Associate in its capacity as a business associate of one or more other “covered entity” under HIPAA, to permit data analyses that relate to Health Care Operations (defined below) of the respective covered entities. The meaning of “data aggregation” in this BAA shall be consistent with the meaning given to that term in the Privacy Rule.
 - vi. “**Designated Record Set**” has the meaning given to such term under the Privacy Rule, including 45 CFR § 164.501.
 - vii. “**De-Identify**” means to alter the PHI such that the resulting information meets the requirements described in 45 CFR §§ 164.514(a) and (b).
 - viii. “**Disclosure**” means the release, transfer, provision of, access to, licensure of, use of, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR § 160.103.
 - ix. “**Electronic PHI**” means any PHI maintained in or transmitted by electronic media as defined in 45 CFR § 160.103.

- x. **“Health Care Operations”** has the meaning given to that term in 45 CFR § 164.501.
- xi. **“Individual”** has the same meaning given to that term in 45 CFR §§ 164.501 and 160.103 as and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- xii. **“Individually Identifiable Health Information”** means health information, in any form or medium, including demographic information or inquiries 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 serving to identify the individual directly, or for which there is a reasonable basis to believe it can serve to identify the individual as provided in 45 CFR § 160.103.
- xiii. **“Protected Health Information”** or **“PHI”** has the meaning given to the term “protected health information” in 45 CFR §160.103, limited to the information created or received by Business Associate from or behalf of Covered Entity, in whichever medium it is maintained, transmitted, or stored.
- xiv. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- xv. **“Security Rule”** means the Security Standards for the Protection of Electronic Health Information provided in 45 CFR Part 160 and Part 164, Subparts A and C.
- xvi. **“Unsecured Protected health Information”** or **“Unsecured PHI”** means any “protected health information” as defined in 45 CFR §160.103 that is not rendered unusable, unreadable or indecipherable to unauthorized individuals or entities through the use of a technology or methodology specified by the Secretary of the federal Department of Health and Human Services in the guidance issued pursuant to the HITECH Act and codified in 42 USC § 17932(h).
- xvii. **“USC”** means the United States Code.

III. DATA OWNERSHIP

Business Associate’s data stewardship does not confer data ownership rights on Business Associate with respect to any data shared with it under the Agreement, including any and all forms thereof.

IV. USE AND DISCLOSURE OF PHI BY BUSINESS ASSOCIATE

- a. Except as otherwise provided in this BAA and the laws and regulations related to PHI, Business Associate may use or disclose PHI as reasonably necessary to provide the services described in the Agreement to Covered Entity, and to undertake other activities of Business Associate permitted or required of Business Associate by this BAA or as required by law.
- b. Except as otherwise limited by this BAA or federal or Nevada law, Covered Entity authorizes Business Associate to use the PHI in its possession for the proper management and administration of Business Associate’s business and to carry out its legal responsibilities under Contract. Business Associate may disclose PHI for its proper management and administration, provided that (i) the disclosures are required by law; or (ii) Business Associate obtains, in writing, prior to making any disclosure to a third party (a) reasonable assurances from this third party that the PHI will be held confidential as provided under this BAA and used or further disclosed only as required by law or for the purpose for which it was disclosed to this third party and (b) an agreement from this third party to notify Business Associate immediately of any breaches of the confidentiality of the PHI, to the extent it has knowledge of the breach.
- c. Business Associate will not use or disclose PHI in a manner other than as provided in this BAA, as permitted under the Privacy Rule, or as required by law. Business Associate will use or disclose PHI, to the extent practicable, as a limited data set or limited to the minimum necessary amount of PHI to carry out the intended purpose of the use or disclosure, in accordance with Section 13405(b) of the HITECH Act (codified at 42 USC § 17935(b)) and any of the act’s implementing regulations adopted by the federal United States Department of Health and Human Services, for each use or disclosure of PHI.
- d. Upon request at any time, and at no additional cost, Business Associate will make available to Covered Entity any of Covered Entity’s PHI that Business Associate or any of its agents or subcontractors have in their possession.
- e. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1).
- f. Except as otherwise limited in this BAA, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if an Individual 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.
- g. Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI, 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.
- h. Business Associate shall not use artificial intelligence (AI), machine learning (ML), or other automated decision-making tools to create, process, analyze, or interpret PHI unless expressly authorized in writing by the Covered Entity. Any permitted use of such technologies must comply with applicable federal and state laws, including the HIPAA Privacy and Security Rules, and shall not result in automated decision-making that impacts individuals’ rights or access to benefits without human oversight.
- i. Business Associate must disclose to Covered Entity any AI or ML tools it uses that interact with PHI, provide sufficient documentation of safeguards and risk assessments related to those tools, and demonstrate that such tools operate in a transparent, explainable, and auditable manner.

V. RESPONSIBILITIES OF BUSINESS ASSOCIATE

- a. **Safeguards Against Misuse of PHI.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as provided by the Agreement or this BAA and Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity 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 information security standards and guidelines set forth by the National Institute of Standards and Technology (NIST). Business Associate agrees to take reasonable steps,

including providing adequate training to its employees to ensure compliance with this BAA and to ensure that the actions or omissions of its employees or agents do not cause Business Associate to breach the terms of this BAA.

- b. **Contents of Notifications to Covered Entity by Business Associate and Direction of Corrective Action.** In the event of a breach or suspected breach of PHI, the report to the Covered Entity by Business Associate in accordance with the timelines set forth below 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 PHI that was involved in the incident; the number of individuals whose protected health information was involved in the incident; the steps the Business Associate is taking to investigate the incident and to protect against further incidents; and proof of timely or contemporaneous notification by Business Associate to any of the Business Associate's insurers. Business Associate must take prompt corrective action at its sole expense to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately based on the determinations of Covered Entity.
- c. **Reporting Disclosures of PHI and Security Incidents.** Business Associate will immediately report to Covered Entity in writing any use, access, or disclosure of PHI not provided for by this BAA or on the first day Business Associate, its agents, or subcontractors become aware of the same or would have been aware by exercising reasonable diligence in accordance with 45 CFR § 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC § 17921 and Business Associate agrees to report to Covered Entity any Security Incident affecting Electronic PHI of Covered Entity of which it becomes aware. Business Associate agrees to report any such event within five business days of becoming aware of the event.
- d. **Reporting Breaches of Unsecured PHI.** Business Associate will notify Covered Entity in writing promptly upon the discovery of any suspected or actual Breach of Unsecured PHI in accordance with the requirements set forth in 45 CFR § 164.410, but in no case later than 5 calendar days after discovery of a Breach. Business Associate will be responsible for notifying Individuals whose unsecured PHI was breached in accordance with 42 USC § 17932 and 45 CFR 164.404 through 164.406 and must provide evidence to Covered Entity that appropriate and timely notification to Individuals or others when necessary as specified in 45 CFR § 164.404 and 45 CFR 164.406 has timely occurred. Business Associate is further responsible for all costs of notification set forth herein as well as all costs associated with mitigating future breaches. Business Associate must further notify the Secretary of the federal United States Department of Health and Human Services of all breaches in accordance with 45 CFR § 164.408 and must provide Covered Entity of a contemporaneous copy of all notifications made as required.
- e. **Mitigation of Disclosures of PHI.** Business Associate will take reasonable measures to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of any use or disclosure of PHI by Business Associate or its agents or subcontractors in violation of the requirements of this BAA.
- f. **Agreements with Agents or Subcontractors.** Business Associate will ensure that any of its agents or subcontractors (such agents or Subcontractors must be duly disclosed and authorized per the Subaward agreement to which this BAA is incorporated) that have access to, or to which Business Associate provides, PHI agree in writing to the restrictions and conditions concerning uses and disclosures of PHI contained in this BAA and agree to implement reasonable and appropriate safeguards to protect any Electronic PHI that it creates, receives, maintains or transmits on behalf of Business Associate or, through the Business Associate, Covered Entity. Business Associate shall ensure that all subcontracts and agreements provide the same level of privacy and security as this BAA and that the Business Associate implements and maintains sanctions against agents and/or subcontractors who violate such restrictions and conditions and ensure appropriate mitigation of the effects of violation(s) outlined under 45 CFR § 164.530(f) and 164.530(e)(1).
- g. **Offshore Use Limitation.** Business Associate shall not store, access, or process PHI outside the United States without the prior written consent of the Covered Entity. This includes, but is not limited to, accessing PHI through remote desktop, cloud environments, or other electronic means from locations outside the U.S. Business Associate shall maintain appropriate contractual controls and technical safeguards to enforce this restriction and must provide documentation upon request demonstrating compliance.
- h. **Audit Report.** Upon request and at no additional cost or charge, Business Associate will provide Covered Entity, or upstream Business Associate, with a copy of its most recent independent HIPAA compliance report (which meets the AT-C Section 315 attestation standard issued by the American Institute of Certified Public Accountants), HITRUST certification or other mutually agreed upon independent standards based third party audit report. Business Associate and individuals associated with 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.
- i. **Access to PHI by Individuals.** Upon request, Business Associate agrees, at no additional cost or charge, to furnish Covered Entity with copies of the PHI maintained by Business Associate in a Designated Record Set in the time and manner designated by Covered Entity to enable Covered Entity to respond to an Individual's request for access to PHI under 45 CFR § 164.524. In the event any Individual requests access to the Individual's PHI directly from Business Associate, Business Associate within five business days, will forward that request to Covered Entity. Any disclosure of, or decision not to disclose, the PHI requested by an Individual and compliance with the requirements applicable to an Individual's right to obtain access to PHI shall be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- j. **Amendment of PHI.** Upon request and instruction from Covered Entity, Business Associate will amend PHI or a record about an Individual in a Designated Record Set that is maintained by, or otherwise within the possession of, Business Associate as directed by Covered Entity in accordance with procedures established by 45 CFR § 164.526. Any request by Covered Entity to amend such information will be completed by Business Associate within 15 business days of Covered Entity's request. In the event that any Individual requests that Business Associate amend such Individual's PHI or record in a Designated Record Set, Business Associate within ten business days will forward this request to Covered Entity. Any amendment of, or decision not to amend, the PHI or record as requested by an Individual and compliance with the requirements applicable to an Individual's right to request an amendment of PHI will be the sole responsibility of Covered Entity, but at no additional cost or charge to Individual or Covered Entity by Business Associate.
- k. **Accounting of Disclosures.** Business Associate will document any disclosures of PHI made by it to account for such disclosures as required by 45 CFR § 164.528(a). Business Associate also will make available information related to such disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures in accordance with 45 CFR § 164.528. At a minimum, Business Associate will furnish Covered Entity the following with respect to any covered disclosures by Business Associate: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI, and, if known, the address of such entity or person; (iii) a brief description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure which includes

the basis for such disclosure. Business Associate will furnish to Covered Entity information collected in accordance with this Section, within ten business days after written request by Covered Entity, to permit Covered Entity to make an accounting of disclosures as required by 45 CFR §164.528, or in the event that Covered Entity elects to provide an Individual with a list of its business associates, Business Associate will provide an accounting of its disclosures of PHI upon request of the Individual, if and to the extent that such accounting is required under the HITECH Act or under federal United States Department of Health and Human Services regulations adopted in connection with the HITECH Act. In the event an Individual delivers the initial request for an accounting directly to Business Associate, Business Associate will within ten business days forward such request to Covered Entity.

- l. **Availability of Books and Records.** Business Associate will make available its internal practices, books, agreements, records, and policies and procedures relating to the use and disclosure of PHI, upon request, to the Secretary of the federal United States Department of Health and Human Services for purposes of determining Covered Entity's and Business Associate's compliance with HIPAA, and this BAA.
- m. **Training.** Business Associate must train employees (and ensure verification of the same by Business Associate's agents and subcontractors as applicable) on the policies and procedures associated with safeguarding PHI. 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; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Training must be completed within 30 days of the date of hire by Business Associate and all employees must be retrained at least annually thereafter. 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.
- n. **Litigation or Administrative Proceedings.** Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations, available to 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 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. Nothing herein limits or abrogates Business Associate's obligation under the Subaward agreement to which this BAA is incorporated to defend and indemnify Covered Entity.
- o. **Policies and Procedures.** Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA.
- p. **Privacy and Security Officer(s).** Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of Business Associate; development and implementation of 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 Business Associate sustains a breach or suspected breach of protected health information.

VI. RESPONSIBILITIES OF COVERED ENTITY

- a. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity agrees to:
 - i. Notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
 - ii. Notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
 - iii. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
 - iv. Except for Data Aggregation or management and administrative activities of Business Associate, Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

VII. TERM AND TERMINATION

- a. This BAA as an incorporated attachment to the subaward is effective upon the date of the agreement and continues in effect extending beyond any termination of said Contract until all PHI related thereto in the custody or control of Business Associate is returned to Covered Entity and destroyed thereafter by Business Associate, or, if no feasibly destroyed, protections are extended by Business Associate to such information.
- b. Covered Entity may terminate immediately this BAA, the Agreement, and any other related agreements if Covered Entity makes a determination that Business Associate has breached a material term of this BAA and Business Associate has failed to cure that material breach, to Covered Entity's reasonable satisfaction, in accordance with the notice provisions set forth in the Lyon County subaward agreement to which this BAA is incorporated. Covered Entity may report the breach to the Secretary of the federal United States Department of Health and Human Services.
- c. If Business Associate determines that Covered Entity has breached a material term of this BAA, then Business Associate will comply with the notice provisions set forth in the Subaward agreement to which this BAA is incorporated and related cure opportunity deadline and procedures. Business Associate may immediately report the problem to the Secretary of the federal United States Department of Health and Human Services.
- d. Upon termination of the Agreement or this BAA for any reason, all PHI maintained by Business Associate will be returned to Covered Entity or destroyed by Business Associate. Business Associate will not retain any copies of such information. This provision will apply to PHI in the possession of Business Associate's agents and subcontractors. Business Associate shall provide written certification of the destruction of PHI upon termination of the Agreement, including details of the method used and the date of destruction. If return or destruction of the PHI is not feasible, in Business Associate's reasonable judgment, Business Associate will furnish Covered Entity with notification, in writing, of the conditions that make return or destruction infeasible. Upon mutual written agreement of the Parties that return or destruction of the PHI is infeasible, Business Associate will extend the protections of this BAA to such information for as long as Business Associate retains such information and will limit further uses and disclosures to those

purposes that make the return or destruction of the information not feasible. The Parties understand that this Section will survive any termination of this BAA or the Lyon County subaward agreement to which it is incorporated.

VII. HITECH ACT COMPLIANCE

- a. The parties acknowledge that the HITECH Act includes significant changes to the Privacy Rule and the Security Rule. The privacy subtitle of the HITECH Act sets forth provisions that significantly change the requirements for business associates and the agreements between business associates and covered entities under HIPAA and these changes may be further clarified in forthcoming regulations and guidance. Each Party agrees to comply with the applicable provisions of the HITECH Act and any HHS regulations issued with respect to the HITECH Act. The Parties also agree to negotiate in good faith to modify this BAA via a duly authorized Subaward agreement Amendment as reasonably necessary to comply with the HITECH Act and its regulations as they become effective but, in the event that the Parties are unable to reach agreement on such a modification, the Parties shall utilize applicable and available contract termination provisions set forth in the subaward agreement to which this BAA is incorporated to the extent jointly or severally authorized, utilizing the notice deadlines and provisions related to the same.

Nothing herein creates any rights in favor of any third party except as expressly stated herein or as provided by law. The Business Associate and Covered Entity have agreed to the terms of the above written BAA by incorporation of the same as an attachment or exhibit to the subaward agreement between the Parties and in accordance with the order of precedence set forth in the subaward agreement except where federal law may preempt Nevada law.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed and intended to be legally bound thereby.

BUSINESS ASSOCIATE

Authorized Official Signature

Date

Printed Name, Title

COVERED ENTITY

Authorized Official Signature

Date

Printed Name, Title

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: October 1, 2026

Agenda Item Number:

18.a

Subject:

For Possible Action: Acknowledge the resignation of Lucy Cooke from the Central Lyon County Park & Recreation Board. (Citizen Advisory Board Liaison, Martha Tapia)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [Lucy Cooke, Resignation](#)



Martha Tapia <mtapia@lyon-county.org>

Appointment to the Central Lyon Park & Recreation Board

Lucy Cooke <lucycooke525@gmail.com>
To: Martha Tapia <mtapia@lyon-county.org>

Fri, Sep 11, 2026 at 1:41 PM

I am no longer interested in the position..thank you

On Tue, Sep 8, 2026, 11:39 AM Martha Tapia <mtapia@lyon-county.org> wrote:

Good morning Ms. Cooke,

I'm just checking to see how you are doing with the requirements for the conditional appointment to the Central Lyon County Park & Recreation Board.
Please advise.

Thank you.

Martha Tapia

Administrative Assistant
Lyon County Manager's Office
27 S. Main Street
Yerington, NV 89447
775-463-6531, option 6

----- Forwarded message -----

From: **Martha Tapia** <mtapia@lyon-county.org>
Date: Fri, Aug 7, 2026 at 2:49 PM
Subject: Re: Appointment to the Central Lyon Park & Recreation Board
To: <lucycooke525@gmail.com>

Christopher Gonzales - Chair
christobal31@hotmail.com

Martha Tapia

Administrative Assistant
Lyon County Manager's Office
27 S. Main Street
Yerington, NV 89447
[775-463-6531](tel:775-463-6531), option 6

On Fri, Aug 7, 2026 at 2:12 PM Martha Tapia <mtapia@lyon-county.org> wrote:

Good afternoon Ms. Cooke,

Congratulations on your conditional appointment to the Central Lyon County Park & Recreation Board!

Attached you will find a letter with requirements to complete within 30 days.

Please let me know if you have any questions, concerns or need any assistance.

Thank you.

Martha Tapia

Administrative Assistant
Lyon County Manager's Office
27 S. Main Street
Yerington, NV 89447
[775-463-6531](tel:775-463-6531), option 6

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

19.a

Subject:

For Possible Action: Approve the adoption of 2026-2027 Legislative Principles for the 84th Session of the Nevada Legislature. (County Manager, Andrew Haskin)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

Approve the adoption of 2026-2027 Legislative Principles for the 84th Session of the Nevada Legislature.

ATTACHMENTS

- [Lyon County 2026-2027 State Legislative Principles](#)

Lyon County 2026-2027 State Legislative Principles

Lyon County is committed to advancing policies that support effective governance, fiscal responsibility, public safety, emergency management, infrastructure, and quality of life for its residents. The 2026-2027 Lyon County State Legislative Principles provide guidance to staff, lobbyists and elected officials in representing the County before the Nevada Legislature and provides a means to advance and protect the County's interests on issues at the state level. These guiding principles to address legislative, regulatory, administrative and fiscal impact issues that may arise during the legislative session while also providing flexibility so that the County Manager, the Government Affairs Director, elected officials, other appointed officials and contracted legislative representatives may be proactive and respond quickly legislation affecting Lyon County during Nevada's biennial legislative process. These principles are intended to support Lyon County's vision of sustaining, strengthening, and further advancing the health, safety, cultural heritage and prosperity of each community throughout the county.

Lyon County's state legislative interests include, but are not limited to, the following:

- Taxation, land assessment, franchise fees, and other County revenue, including funding for maintenance and construction of county roads, county infrastructure and other county needs;
- Land use issues, regional planning issues, and issues related to annexation, public utilities, capital projects, transportation, and natural resources;
- Water issues including, but not limited to, regional water and flood control issues, water rights, water utility rates and consolidation of water services, and infrastructure improvements;
- Adequate public safety resources, including a sustainable workforce, emergency response infrastructure and capabilities, communication systems, sufficient law enforcement and fire protection, homeland security and preparedness/resilience;
- Administration of safe, secure, and accurate elections, including measures that would provide authority and resources to the county and state to ensure the security of elections personnel, equipment, systems, and facilities (both physical security and cybersecurity);
- Social service issues, including child welfare, indigent health care, behavioral health, safety net programs, and senior services programs;
- Housing issues, including addressing the supply shortage, affordable housing, affordable property insurance and attainable housing;
- Public employment issues related to employee health care, worker's compensation, public employee retirement, and collective bargaining.

Lyon County's 2026-2027 State Legislative Principles are defined as:

Effective Communication

- **Representation**
Lyon County will work closely with legislators, regional partners, and community stakeholders to ensure the County's interests are effectively represented at the state level.

To this end, the County Legislative Team will include the County Manager, the Government Affairs Director, and other appointed and elected officials as approved by the County Manager or Government Affairs Director.

- **Cooperative Legislative Relations**

The County will collaborate with neighboring jurisdictions, including Carson City, Storey and Douglas Counties, as well as the Cities of Fernley and Yerington on shared legislative priorities.

- **Legislative Updates**

When the Nevada Legislature is convened, the Lyon County Legislative Team shall present at regular Board meetings to provide information and, when necessary, obtain Board direction on various legislative issues. It is understood that the Lyon County Legislative Team will communicate the majority position and/or direction of the Board when speaking with legislators, legislative staff, and when making presentations at the Legislature.

- **Board Direction & Legislative Positions**

The Board will establish legislative priorities, and County representatives will communicate the majority position when advocating at the Legislature. Other elected officials are not bound by the majority position but should not communicate an alternate position on behalf of Lyon County.

- **Commission Legislative Liaison(s)**

At their discretion, the Board may name up to two Commissioners to serve as liaisons to the Lyon County Legislative Team to assist the team in considering proposed legislation and the development of County positions on proposed legislation. At the direction of the Board Chair, the Lyon County Legislative Team will meet with the Commission Legislative Liaison(s) on a routine basis for the purpose of providing updates on proposed legislation and emerging legislative issues.

- **Commission Participation at the Legislature**

Commissioners may be called upon to appear before Legislative committees and/or meet with individual legislators, as necessary, when major issues are developing. To provide a cohesive and well-organized lobbying effort, Commissioners are requested to notify the County Manager of all contacts with legislators regarding County issues.

- **Communication with Elected Officials**

The Lyon County Legislative Team shall attempt to communicate with elected officials prior to taking a position on specific legislation which falls under the direct responsibilities of the elected official.

Respect for Governmental Roles in Delivering Quality Public Services

- **Local Control & Decision-Making**

Lyon County supports policies that uphold local decision-making authority, particularly in land use, public safety, and resource management.

- **State & Local Partnership**

All governments in Nevada (State, County, Cities, School Districts, and Special Districts) are partners in providing consistent and reliable services to our shared constituents, and therefore all levels of government must be viable in order for our citizens to enjoy an

outstanding quality of life. The County advocates for collaborative solutions that respect local autonomy while ensuring state support for the best service possible at the lowest possible cost to the constituents of Lyon County.

- **Emergency Management & Public Safety**

Given Lyon County's vulnerability to hazards such as wildfires, floods, and rail-related incidents in Fernley and other areas, the County supports legislation that strengthens emergency response capabilities and funding.

- **Infrastructure & Transportation**

The County seeks state support for road maintenance funding, bridge repairs, and sustainable infrastructure investments in rural communities.

- **Water Rights & Natural Resources**

Lyon County advocates for fair and sustainable water policies that protect agricultural, industrial, mining and municipal water rights.

Economic Strength & Fiscal Responsibility

- **Support for Economic Development**

Promote regional collaboration on responsible economic development and support a coordinated regional response to the economic challenges and opportunities facing Northern Nevada, including addressing the shortage of affordable and attainable housing in the region. Encourage legislation that would remove barriers to the establishment and growth of local businesses, including non-industrial agricultural businesses.

- **Long-Term, Sustainable Revenue Solutions**

Lyon County seeks stable funding mechanisms that allow counties to provide essential services without undue financial burdens or unfunded mandates from the state.

- **Unfunded Mandates**

Lyon County believes the Nevada Legislature should not impose mandated functions, activities, or programs on local governments without providing sufficient financial resources and/or other means to meet the cost of carrying out these mandates. Funding allocated for ongoing State programs delivered by local governments must account for increased caseloads as well as the effects of inflation on the cost of delivering services.

Lyon County Board of County Commissioners Agenda Summary

Meeting Date: October 1, 2026

Agenda Item Number:

19.b

Subject:

For Possible Action: Approve a letter of support on behalf of the Board of Commissioners for Storey County for the correction of the current zip code boundaries within Storey County that more accurately correspond with Storey County's geographic boundaries. (County Manager, Andrew Haskin)

Summary:

Financial Department Comments:

Approved As To Legal Form:

County Manager Comments:

Recommendation:

ATTACHMENTS

- [LOS Storey County Zip Codes](#)



BOARD OF COUNTY COMMISSIONERS

LYON COUNTY NEVADA

27 South Main Street

Yerington, Nevada 89447

Phone: (775)463-6531 Fax: (775)463-6533

John Cassinelli, District 1

Scott Keller, District 2

Tammy Hendrix, District 3

Rob Jacobson, District 4

Dave Hockaday, District 5

Andrew Haskin

County Manager

October 1, 2026

United States Postal Service
Nevada/Utah District Manager
1001 E. Sunset Rd,
Las Vegas, NV 89199

RE: Support for Expansion of ZIP Codes 89437 and 89440 in Storey County, Nevada

To Whom It May Concern:

On behalf of Lyon County, I am writing in support of Storey County's efforts to correct the current ZIP code boundaries within Storey County, Nevada.

We understand that portions of Storey County are currently served by ZIP codes that do not accurately correspond with the geographic boundaries of the County. This creates administrative, regulatory, commercial, public safety, and other challenges for residents, businesses, and government agencies operating within Storey County.

The current boundaries can contribute to incorrect insurance classifications and rates, confusion regarding vehicle registration and smog-check requirements, and challenges for emergency dispatch and public safety systems when addresses appear to be associated with a neighboring county.

As a neighboring local government, we recognize the importance of accurate geographic and addressing information for effective regional coordination. Correcting the ZIP code boundaries would help ensure that businesses and residents are more accurately identified as being located within Storey County and would reduce the administrative complications created by ZIP codes that currently cross county boundaries.

Specifically, we support Storey County's request to expand ZIP code 89437 to include the entirety of the northern portion of Storey County and to expand ZIP code 89440 to include the entirety of the southern portion of Storey County. Establishing ZIP code boundaries that more closely align with Storey County's geographic boundaries would provide greater consistency and reduce confusion for residents, businesses, governmental



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County Manager

agencies, emergency services, and other organizations that rely on accurate location information.

Sincerely,

Scott Keller

Chairman, Board of Commissioners