



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

Federal Award Computation			Match			
Total Obligated by this Action:	\$313,988.00		Match Required Y Y L N		0.00%	
Cumulative Prior Awards this Budget Period:	\$0.00		Amount Required this Action:		\$0.00	
Total Federal Funds Awarded to Date:	\$313,988.00		Amount Required Prior Awards:		\$0.00	
			Total Match Amount Required:		\$0.00	
Research and Development Y Y L N						
Federal Budget Period			Federal Project Period			
8/1/2024 through 5/31/2025			8/1/2024 through 5/31/2029			
FOR AGENCY USE ONLY						
<b>FEDERAL GRANT #:</b> 1 NU62PS924828-01-00	<b>Source of Funds:</b> (Cat 15) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal		<b>% Funds:</b> 100.00	<b>CFDA:</b> 93.940	<b>FAIN:</b> NU62PS924828	<b>Federal Grant Award Date by Federal Agency:</b> 7/17/2024
Budget Account	Category	GL	Function	Sub-org	Job Number	
3215	15	8516	0	PV	9394023	

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

**Scope of work is an attached document shown below**

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

**SECTION B**

**Description of Services, Scope of Work and Deliverables**

Northern Nevada Public Health, hereinafter referred to as Subrecipient, agrees to provide the following services and reports according to the identified timeframes:

Primary Goal: Strategy 1: Systematically collect, analyze, interpret, and disseminate human immunodeficiency virus (HIV) data to characterize trends in HIV infection, detect active HIV transmission, implement public health interventions, and evaluate public health response.

**Scope of Work for Northern Nevada Public Health**

Goal: Strategy 2: Identify persons with HIV infection and uninfected persons at risk for HIV.

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Human Immunodeficiency Virus (HIV) prevention program monitoring and evaluation.	During the reporting period, the Subgrantee will collect and input data into EvaluationWeb and PartnerServicesWeb. Data will be used to monitor HIV testing activities and key performance indicators. Data must be entered in the required CDC format & by CDC required deadlines.	05/31/2025	EvaluationWeb and PartnerServicesWeb.
2. Human Immunodeficiency Virus (HIV) prevention program monitoring and evaluation.	The Subgrantee will meet with the State HIV Prevention Program (HPP) at least semi-annually, or upon request, to discuss performance measures and program progress.	05/31/2025	Meeting agendas and notes from HPP.

Goal: Strategy 2: Identify persons with HIV infection and uninfected persons at risk for HIV.

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. HIV Testing	During the reporting period the Subgrantee will complete 2,000 HIV tests (of which no more than 500 may be conventional testing) targeted to high-risk individuals and target populations identified in the Nevada Integrated HIV Prevention and Care Plan. If the Alere Determinei HIV-1/2 Ag/Ab Combo is unavailable, the subgrantee must obtain permission from the grantor to utilize a 3rd Generation, CLIA-waived, Centers for Disease Control and Prevention (CDC) approved Rapid HIV test (suitable for non-clinical setting). <a href="https://www.cdc.gov/hiv/pdf/testing/rapid-hiv-tests-non-clinical.pdf">https://www.cdc.gov/hiv/pdf/testing/rapid-hiv-tests-non-clinical.pdf</a> . The subgrantee must obtain %Public Health Pricing for all Centers for Disease Control and Prevention (CDC) approved, CLIA-waived Rapid HIV tests directly from the test manufacturer.	05/31/2025	2,000 HIV tests (of which no more than 500 may be conventional testing) targeted to high-risk individuals and target populations identified in the Nevada Integrated HIV Prevention and Care Plan entered in EvaluationWeb.
2. HIV Testing	During the reporting period, the Subgrantee will conduct two (2) provider education presentations to educate hospital and medical staff on the benefits of routine HIV testing.	05/31/2025	Documentation of two (2) provider education presentations.

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

3. HIV Testing	During the reporting period, the Subgrantee will conduct two (2) provider education presentations to educate hospital and medical staff on the requirement to test pregnant women who present themselves at hospitals but with no evidence of previous prenatal care.	05/31/2025	Documentation of two (2) provider education presentations.
4. HIV Partner Services	The Subgrantee will utilize sexually transmitted Infection (STI) and HIV Prevention data to identify HIV-positive individuals, their contacts, and disease clusters for Partner Services and other interventions.	05/31/2025	Documentation from Partner Services.
5. HIV Partner Services	All Disease Intervention Specialists will receive the CDC supported Passport to Partner Services training or other CDC approved Partner Services training.	05/31/2025	Certificate of Passport to Partner Services training or other CDC approved Partner Services training.

Goal: Strategy 3: Develop, maintain, and implement a plan to respond to HIV transmission clusters and outbreaks.

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Rapidly respond to and intervene in HIV transmission clusters and outbreaks.	The Subgrantee will work with the HPSP in developing and maintaining a CDC Cluster Detection and Outbreak Response Plan.	05/31/2025	Nevada HIV Detection and Outbreak Response Plan or any plan updates.
2. Rapidly respond to and intervene in HIV transmission clusters and outbreaks.	Partners of a transmission cluster will be referred to HIV testing and offered retesting within 6 months.	05/31/2025	N/A
3. Rapidly respond to and intervene in HIV transmission clusters and outbreaks.	In the event of local or statewide outbreaks, the Subgrantee will assist in outbreak response and may use grant funds to support any travel-related expenses.	05/31/2025	N/A

Goal: Strategy 4: Increase knowledge of status to 95% by ensuring all people with HIV receive a diagnosis as early as possible.

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Implement HIV testing in health care settings, including routine opt-out HIV screening.	Promote routine opt-out HIV screenings in health care settings (example: outpatient clinics, emergency departments, urgent cares, or correctional facilities) located in high HIV prevalence communities (>0.1% per the recommendation).	05/31/2025	Number of tests conducted in health care settings.  Number of provider education sessions.
2. Implement HIV testing in health care settings, including routine opt-out HIV screening.	Promote routine perinatal HIV testing of all pregnant persons and diagnostic HIV testing for HIV-exposed infants per CDC and HHS recommendation.	05/31/2025	Number of provider education sessions.
3. Implement HIV testing in health care settings, including routine opt-out HIV screening.	Increased identification of people with new HIV diagnoses.	05/31/2025	EvaluationWeb data.  NERDS/eHARS data
4. Implement HIV testing in health care settings, including routine opt-out HIV screening.	Increased identification of people with HIV who are not in care or not virally suppressed.	05/31/2025	Number of persons with HIV who are not in care.  Persons not virally suppressed and not in to care.
5. Implement HIV testing in health care and non-health care community settings, including HIV self-testing.	Conduct HIV testing in community settings utilizing various methods such as: outreach, mobile testing units, venue-based, community-based, jail, detention, and other community correctional settings, and large-scale testing events.	05/31/2025	Number of HIV tests provided in non-healthcare settings.

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

6. Implement HIV testing in health care and non-health care community settings, including HIV self-testing.	Promote HIV testing program services through social marketing, media, and other communication efforts to increase awareness of HIV and reduce stigma.	05/31/2025	Number of impressions.  Number and types of media campaigns.
7. Implement HIV testing in health care and non-health care community settings, including HIV self-testing.	Promote HIV self-testing kits via the Collect2Protect mail distribution program and through secondary distribution sites.	05/31/2025	Document the number of HIV self-testing kits distributed.
8. Support integrated screening of HIV in conjunction with STIs, TB, viral hepatitis, and mpox for a syndemic and person-centered approach.	Provide integrated screening by supporting voluntary testing for other STIs (e.g., syphilis, gonorrhea, chlamydia), viral hepatitis, TB, and mpox, in conjunction with HIV testing. Include referral and linkage to care where feasible and appropriate, and in accordance with current CDC guidelines and recommendations.	05/31/2025	Number of STI screenings when HIV testing is offered.  Number of key providers who can support STI screening and treatment.
9. Support integrated screening of HIV in conjunction with STIs, TB, viral hepatitis, and mpox for a syndemic and person-centered approach.	Implement testing at events (e.g., sex venues, pay pride events, or pop-up testing events) where appropriate. Ensure HIV testing is offered in conjunction with screening for other conditions relevant to the local population (e.g., STI, mpox, HBV and HCV testing) to reduce stigma and normalize HIV testing. Promote self-tests for attendees to take and distribute to those in their networks, where appropriate.	05/31/2025	Number and type of testing events.  Number of at-home test kits distributed.

Goal: Strategy 5: Implement a comprehensive approach to treat people with diagnosed HIV infection rapidly (increase linkage to care up to 95%) and effectively to achieve viral suppression. (increase viral suppression up to 95%)

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Link those who test positive for HIV to medical care within 30 days, provide partner services, and referral or provide prevention and essential services to support improved quality of life.	Ensure people with diagnosed HIV infection are linked to or reengaged in care immediately but no later than 30 days following diagnosis.	05/31/2025	EvaluationWeb and eHARS Data.
2. Link those who test positive for HIV to medical care within 30 days, provide partner services, and referral or provide prevention and essential services to support improved quality of life.	Provide ongoing partner services for all people with newly and previously diagnosed HIV infection, and their partners.	05/31/2025	Number of clients referred to partner services.
3. Support people with diagnosed HIV infection to receive rapid and effective treatment (and increase viral suppression to 95%).	Support rapid antiretroviral therapy (ART) initiation for all people newly diagnosed with HIV.	05/31/2025	Number of clients newly diagnosed and started on ART within 30 days.
4. Support people with diagnosed HIV infection to receive rapid and effective treatment (and increase viral suppression to 95%).	Support retention in HIV medical care and treatment adherence.	05/31/2025	Number of clients with prior linkage to care services.

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

5. Support people with diagnosed HIV infection to receive rapid and effective treatment (and increase viral suppression to 95%).	The Subgrantee will ensure that client-centered counseling is performed during the HIV testing process.  If positive, the Disease Intervention Specialist (DIS) must provide health education to reduce high-risk behaviors and future transmissions.	05/31/2025	EvaluationWeb Data
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Goal: Strategy 6: Prevent HIV transmission by increasing PrEP coverage to 50% of estimated people with indications for PrEP, increasing PEP services, and supporting HIV prevention, including condom distribution, prevention of perinatal transmission, harm reduction, and syringe services program (SSP) efforts.

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Support and promote awareness and access to PrEP and PEP.	Increase awareness, availability, access, and use of PrEP/PEP.	05/31/2025	Number of provider education, and outreach sessions.
2. Conduct condom distribution to people at higher risk for HIV acquisition.	Conduct condom distribution efforts, including the promotion and provision of condoms, within communities, venues, and other settings to prevent HIV transmission.	05/31/2025	Document condom distribution.  Year 1 goal: 67,000
3. Support & promote social marketing campaigns & other communication efforts to increase awareness of HIV, reduce stigma, promote testing, prevention, & treatment.	Support and promote social marketing, educational, informational campaigns, and social media messages focused on HIV prevention, awareness, or other related topics as recourses allow.	05/31/2025	Impressions form all media channels.
4. Conduct perinatal, maternal, and infant health prevention and surveillance activities. Support maintaining the national goals of perinatal HIV incidence of <1 per 100,000 live births and a perinatal transmission rate of <1%.	Conduct perinatal, maternal, and infant health prevention and surveillance activities per CDC recommendation.	05/31/2025	Number of perinatal cases monitored.

Goal: Strategy 7: Support community engagement and HIV planning.

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Developing and maintaining the Northern Nevada HIV Prevention Planning Group (HPPG).	Identify community members, key partners, and other HIV service providers involved in HIV prevention, care, and treatment services to participate in the process. Ensure planning groups include representation of people from local communities experiencing disproportionate HIV diagnosis and rapid HIV transmission.	05/31/2025	Number of individuals representing priority population groups that participate in community planning process.  Number of community planning events/meetings.
2. Developing and maintaining the Northern Nevada HIV Prevention Planning Group (HPPG).	Maintain an HPPG that convenes on a routine basis (recommend quarterly; at a minimum twice per year). Funds may be used to create an HIV planning, community planning, or integrated planning group, if one does not exist. Ensure the HPPG has a health department and community co-chair.	05/31/2025	Number of HPPG meetings.

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

3. Conduct and facilitate an HIV planning process and the development of the Integrated HIV Prevention and Care Plan.	Conduct and facilitate an HIV planning process through which people from different walks of life and involvement in HIV, including priority populations, come together as a group to inform and support the development and implementation of a State or local HIV plan or roadmap.	05/31/2025	Number of individuals representing priority population groups that participate in community planning process.
4. Conduct and facilitate an HIV planning process and the development of the Integrated HIV Prevention and Care Plan.	Participate in the development, monitoring, and updates to the Integrated HIV Prevention and Care Plan, including the Statewide Coordinated Statement of Need.	05/31/2025	Completed Integrated HIV Prevention and Care Plan.  Completed Statewide Coordinated Statement of Need.

Goal: Strategy 8: Conduct data- driven planning, monitoring, and evaluation to continuously improve HIV surveillance, prevention, and care activities.

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Monitor the Integrated HIV Prevention and Care Plan.	The Subgrantee will continue working with community partners, other local health authorities, and the University Nevada Reno- Center for Program Evaluation to evaluate and monitor the Integrated HIV Prevention and Care Plan.	05/31/2025	Semi-annual jurisdictional plan monitoring report.
2. Monitor HIV within the jurisdiction for program planning, resource allocation, and monitoring and evaluation purposes.	The Subgrantee will use epidemiological data to assist with monitoring HIV in their jurisdiction. This data will be used in the community planning process to identify priority populations and resource allocation.	05/31/2025	Epidemiological Profile.

Goal: Health Department Participation

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Nevada Initiatives	The Subgrantee is required to participate in the Northern Nevada HPPG. The subgrantee must attend all meetings in person.	05/31/2025	Sign in Sheets, Minutes, and Agendas.
2. Nevada Initiatives	The subgrantee must participate in the following meetings/groups: Nevada Integrated HIV Prevention and Care Plan, Getting to Zero, Ending the HIV Epidemic, and any additional initiatives identified by the grantor.	05/31/2025	Sign in Sheets, Minutes, and Agendas.

Goal: Administrative

<b>Objective</b>	<b>Activities</b>	<b>Due Date</b>	<b>Documentation Needed</b>
1. Programmatic Reporting	The Subgrantee will submit to the HPSP narrative and statistical reports in a format established by the HPSP and the CDC.  By July 31 of each year, the Subgrantee will report on the first-six (6) months of the grant year.  By the end of the grant cycle, the Subgrantee will report on the entirety of the grant year.	05/31/2025	Reports

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

2. Programmatic Reporting	The Subgrantee will measure all performance indicators and objectives identified in the Evaluation and Monitoring Plan using the program template provided, monthly.  The report is due by the fifteenth (15) of each month, reporting on the previous month.	05/31/2025	Reports
3. Programmatic Reporting	The Subgrantee will be responsible for HIV counseling, testing, Partner Services, referral data collection, and timely entry into respective databases.	05/31/2025	Reports
4. Fiscal	The Subgrantee must submit a Request for Reimbursement (RFR) monthly, not later than the 15th of the following month via FedEx or email. RFRs must be on the approved form and include all backup documentation (Please maintain a copy for your records). Electronic submission to the following: DPBH PREV Fiscal (PREVFiscal@health.nv.gov), Isabell Rowland (Irowland@health.nv.gov), Anh Nguyen (anh.nguyen@health.nv.gov), and Lyell S. Collin (lscollins@health.nv.gov).	05/31/2025	RFR

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

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

**SECTION C**

**Budget and Financial Reporting Requirements**

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to:  
 "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 1  
 NU62PS924828-01-00 from (Cat 15) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal. Its  
 contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor (Cat 15) Nevada  
 Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1  
 NU62PS924828-01-00 from (Cat 15) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal.

Subrecipient agrees to adhere to the following budget:

<b>Total Personnel Costs</b>							including fringe	<b>Total:</b> \$231,450.00
<u>Employee</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	<u>Subject to Indirect? Fringe Salary</u>	
Public Health Supervisor (Jennifer Howell)	\$122,698.00	51.18%	10.00%	10.00	83.33%	\$15,457.49	L L	
Public Health Supervisor (PHS) . This position supervises the HIV Program Coordinator intermittent hourly Nurse and Health Educator positions, Office Assistants, and Public Health Investigators. Duties of this position include planning, developing, managing and implementing public health nursing programs for communities, families and individuals. This position also schedules and coordinates clinic activities, and performs related work as required.								
Health Educator Coordinator (70002271)	\$0.00	50.89%	0.00%	10.00	83.33%	\$0.00	Y Y	
Health Educator Coordinator . This position provides overall guidance and direction to the Health District's HIV Prevention Program to ensure achievement of CDC's HIV Prevention Performance Indicators at the local level. Additional activities include the provision of technical assistance, planning, evaluation, and monitoring of evidence-based interventions in the delivery of quality HIV prevention programs. This position develops and updates protocols, writes grant applications, submits reports to the State and CDC as required, and monitors the Health District's performance measures and benchmarks for reporting to the District Board of Health and Board of County Commissioners. The duties of this position also include the coordination of staff and community trainings, integration of services between HIV, STD, and Family Planning, as well as media relations.  This position has also taken on the responsibilities of the Health Educator II position. Duties include coordination of HIV prevention education, prevention supply distribution, and testing services in Washoe County, targeting populations identified through jurisdictional planning. The position also develops and implements community-wide interventions.  The Program Coordinator also oversees the Washoe County instance of Evaluation Web and Partner Services Web, ensuring that data is being collected according to Centers for Disease Control and Prevention and Nevada Division of Public and Behavioral Health guidelines. Additionally, this position serves as the Washoe County Health District's liaison to the Integrated HIV Prevention and Care workgroup and the Evaluation and Monitoring workgroup. This position is paid 'In Kind.'								
Public Health Investigator II (Jessica Conner)	\$92,341.00	50.15%	80.00%	10.00	83.33%	\$92,431.49	L L	
"Public Health Investigator(s) I/II . This position provides direct client services, including counseling, testing and referral, partner identification, contact tracing and notification, initial case management, linkage and retention efforts of HIV positive clients, data collection and management.  This position delivers risk reduction counseling messages and referral information containing specifics on HIV in all venues utilized, including the Health District's on-site comprehensive sexual health clinic and at non-traditional testing sites where individuals at high risk for acquiring HIV congregate, including those sites identified by NNOT. This position also works directly with Washoe County legal counsel regarding cases that may need a legal opinion, and local hospital's infection control staff regarding all inpatients and outpatients who test positive for HIV, or have a history of HIV infection mentioned in their medical records. This position is also responsible for tracing laboratory and physician reporting of HIV testing as outlined in NRS 441a. "								
Public Health Investigator II (Heather Holmstadt)	\$100,359.00	49.11%	76.28%	10.00	83.33%	\$95,123.16	L L	

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

Public Health Investigator(s) I/II . This position provides direct client services, including counseling, testing and referral, partner identification, contact tracing and notification, initial case management, linkage and retention efforts of HIV positive clients, data collection and management.

This position delivers risk reduction counseling messages and referral information containing specifics on HIV in all venues utilized, including the Health District's on-site comprehensive sexual health clinic and at non-traditional testing sites where individuals at high risk for acquiring HIV congregate. This position also works directly with Washoe County legal counsel regarding cases that may need a legal opinion, and local hospitals' infection control staff regarding all inpatients and outpatients who test positive for HIV, or have a history of HIV infection mentioned in their medical records. This position is also responsible for tracing laboratory and physician reporting of HIV testing as outlined in NRS 441a.

Office Specialist (C. Arredondo)	\$71,219.00	59.43%	6.50%	10.00	83.33%	\$6,149.96	L . . . L
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Office Assistant II . This position assists with logistical support for material distribution, including condoms and other harm-reduction supplies to community partners and members of target populations. This position also screens clients for services needed and schedules offsite (non-clinical) testing opportunities. Spanish translation services are provided by this position.

Office Specialist (A. Gonzalez)	\$72,569.00	54.38%	6.50%	10.00	83.33%	\$6,068.04	L . . . L
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Office Assistant II . This position assists with logistical support for material distribution, including condoms and other harm-reduction supplies to community partners and members of target populations. This position also screens clients for services needed and schedules offsite (non-clinical) testing opportunities. Spanish translation services are provided by this position.

Intermittent Hourly Registered Nurse	\$77,731.00	1.75%	20.47%	10.00	83.33%	\$13,491.12	L . . . L
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I/H RN . This position provides HIV/STI testing at locations and events that occur outside of normal business hours and on weekends. This allows for HIV/STI testing at after-hours venues, and provides greater flexibility for the program, in order to meet the testing needs of high-risk individuals.

Intermittent Hourly Health Educator	\$71,495.00	1.75%	4.50%	10.00	83.33%	\$2,727.87	L . . . L
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Intermittent Hourly Pooled Health Educator . This position provides testing, education, and outreach for the program, with the goal of increasing HIV testing to priority populations. The Director of Community and Clinical Health has limited overtime as a cost saving measure, resulting in staff not being able to work at any events that occur after normal business hours. The hourly pooled nurse position is required, in order to meet testing obligations after normal business hours and on weekends. The hours are charged at straight time, with no overtime incurred.

<b>In-State Travel</b>	<b>Total:</b>	<b>\$5,030.00</b>
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**Destination of Trip:** Washoe County and Las Vegas

	Cost	# of Trips	# of Days	# of Staff	Total
Cost of travel: \$ amount per person x # of staff	\$300.00	2	0	2	\$1,200.00
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	\$0.00
Per diem: \$ amount per person x # of trips x # of staff	\$69.00	2	3	2	\$828.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$172.33	2	3	2	\$2,068.00
Other: [ ] x # of staff	\$50.00	2	3	2	\$600.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.67	498	0	1	\$334.00
Other: \$ amount per person x # of staff	\$0.00	0	0	0	\$0.00

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

In-State Travel - Funds are requested to reimburse day-to-day travel expenses, including mileage for relative HIV prevention services; i.e., testing, supply distribution, and local meetings. Funding is also requested for 2 staff to travel to Las Vegas for trainings or meetings. Instate travel is for the AIDS Education and Training Center (AETC) Autumn Update. This would be attended by the HIV Health Educator Coordinator and Public Health Nurse/Public Health Investigator, and per diem staff or program supervisor.	<b>\$5,030.00</b>
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<b>Out of State Travel</b>					<b>Total:</b>	<b>\$7,172.00</b>
<b>Destination of Trip:</b> Washington DC, HIV Prevention Conference						
	Cost	# of Trips	# of Days	# of Staff	Total	
Cost of travel: \$ amount per person x # of trips x # of staff	\$700.00	1		3	\$2,100.00	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00	
Per diem: \$ amount per person x # of days x # of staff	\$79.00	1		5	\$1,185.00	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$298.85	1		4	\$3,587.00	
Miscellaneous: \$ amount per person x # of days x # of staff	\$100.00	1		4	\$300.00	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00	
Travel agency: \$ amount per person x # of days x # of staff	\$0.00				\$0.00	
Funds are requested for the HIV Health Educator Coordinator, program supervisor, staff or appropriate community member, to attend the US Conference on HIV/AIDS in Washington, DC, or other national HIV Prevention-related conference approved by the state.					<b>\$7,172.00</b>	

<b>Operating</b>					<b>Total:</b>	<b>\$8,838.00</b>
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Postage & Freight	\$110.00	1.0	10.0	\$1,100.00	L	
Postage for condom distribution, client materials, and correspondence to locate clients.						
Copy Machine	\$29.25	1.0	10.0	\$293.00	L	
Hard copies of information, forms, educational materials, investigation materials, linkage to care forms and information.						
Printing	\$5.00	1.0	5.0	\$25.00	L	
Printing of educational materials for clients and community members.						
Telephone	\$12.50	1.0	10.0	\$125.00	L	
Phone service needed for communication with community members, clients, healthcare providers to facilitate program operations.						
Books and Subscription	\$10.00	1.0	1.0	\$10.00	L	
Educational materials to support client and staff education on HIV related topics.						

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

People search engine for case and Partner Services locating	\$160.00	1.0	10.0	\$1,600.00	L
Search engines to locate people for case locating and Partner Services activities.					
Licenses & Certifications (\$45x staff)	\$45.00	3.0	1.0	\$135.00	L
Educational materials include HIV Prevention brochures, imprinted items for off-site HIV testing and special events.					
Educational Materials	\$300.00	1.0	1.0	\$300.00	L
Educational materials include HIV Prevention brochures, imprinted items for off-site HIV testing and special events.					
Medical Supplies	\$500.00	1.0	10.0	\$5,000.00	L
Medical Supplies include the purchase of condoms and lubricant to enhance the condom distribution program in northern Nevada. Other medical supplies to be purchased include HIV testing supplies, such as gloves, tubes, syringes, hygiene materials, etc.					
Office Supplies	\$25.00	1.0	10.0	\$250.00	L
Office supplies are necessary to support daily program activities.					

<b>Equipment</b>	<b>Total:</b>	\$0.00
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<b>Contractual/Contractual and all Pass-thru Subawards</b>	<b>Total:</b>	\$0.00
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<b>Training</b>					<b>Total:</b>	\$3,525.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost		
AIDS Education and Training Center (AETC) Autumn Update	\$275.00	3	1	\$825.00		
Registrations are requested for 3 staff registrations for the AIDS Education and Training Center (AETC) Autumn Update. This would be attended by the HIV Health Educator Coordinator and Public Health Nurse/Public Health Investigator, and per diem staff or program supervisor.						
Registration Fee	\$900.00	3	1	\$2,700.00		
Registration fee for HIV Prevention CDC Conference in Washington DC.						

<b>Other</b>					<b>Total:</b>	\$29,427.00
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect	
Other	\$16.00	1	1	\$16.00	L	
Justification: Expenses related to the statewide Integrated HIV Prevention and Care Plan, marketing development and materials.						
Other	\$8,700.00	1	1	\$8,700.00	L	
Justification: For targeted HIV testing efforts, including social network strategies. Advertising funds will be used for media advertising to the public through print and radio, television, and Internet venues. Advertising will also include handout cards that will be distributed in the community that contain safe sex messages.						
Other	\$200.00	1	1	\$200.00	L	
Justification: For linkage to care and Partner Services participation: \$20/mo. x 10 mos.						
Other	\$100.00	1	1	\$100.00	L	
Justification: Including ride sharing taxi vouchers and bus passes to facilitate client prevention and partner services participation: \$10/mo x 10 mos.						

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

Other	\$50.00	1	1	\$50.00	L
Justification: Hydration at testing events. Hydration to facilitate HIV testing with priority populations.					
Other	\$100.00	1	1	\$100.00	L
Justification: To include rental expenses, event fees, security expenses at testing events					
Other	\$16,666.00	1	1	\$16,666.00	L
Justification: 1666 HIV tests.					
Other	\$30.00	1	10	\$300.00	L
Justification: Controls need to be purchased for the HIV tests.					
Other	\$60.00	2	10	\$1,200.00	L
Justification: Lab license required tests to assess and ensure staff proficiency at performing rapid HIV tests.					
Other	\$5.00	50	1	\$250.00	L
Justification: 50 HIV blood tests					
Other	\$5.00	20	1	\$100.00	L
Justification: Blood Tests at Juvenile Detention					
Other	\$42.00	8	1	\$336.00	L
Justification: HIV AB Differential Test					
Other	\$129.50	2	1	\$259.00	L
Justification: HIV RNA test					
Other	\$50.00	1	1	\$50.00	L
Justification: Supplies to support Prevention Planning Group meetings may include pens, easel tablets, magic markers/highlighters, post-it pads, name placards, etc. Supplies for HIV Prevention Planning Group meetings \$25 per meeting x 2 meetings					
Other	\$10.00	11	10	\$1,100.00	L
Justification: Rapid HIV test controls are required to be processed at each community testing site and in the clinic when new tests are received or if there is a variance in temperature controls to ensure the proper functioning of the tests.					

<b>TOTAL DIRECT CHARGES</b>	<b>\$285,442.00</b>
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<b>Indirect Charges</b>	Indirect Rate:	10.0%	\$28,546.00
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Indirect Methodology: NNPH is charging a de minimis 10%

<b>TOTAL BUDGET</b>	<b>\$313,988</b>
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**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

Applicant Name: Northern Nevada Public Health

Form 2

PROPOSED BUDGET SUMMARY

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

<b>FUNDING SOURCES</b>	Office of HIV	Other Funding	Program Income	TOTAL					
SECURED	CDC PS47-0024								
ENTER TOTAL REQUEST	\$313,988.00								\$313,988.00

**EXPENSE CATEGORY**

Personnel	\$231,450.00								\$231,450.00	
Travel	\$12,202.00								\$12,202.00	
Operating	\$8,838.00								\$8,838.00	
Equipment	\$0.00								\$0.00	
Contractual/Consultant	\$0.00								\$0.00	
Training	\$3,525.00								\$3,525.00	
Other Expenses	\$29,427.00								\$29,427.00	
Indirect	\$28,546.00								\$28,546.00	
TOTAL EXPENSE	\$313,988.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$313,988.00	
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
Total Indirect Cost	\$28,546.00	Total Agency Budget							\$313,988.00	
									Percent of Subrecipient Budget	100.00%

**B. Explain any items noted as pending:**

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**C. Program Income Calculation:**

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**STATE OF NEVADA  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF 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.**

< /> the program upon termination of this agreement.

< /> 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).

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

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

**The Subrecipient agrees:**

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

- < \*\*\*\*\*Total reimbursement through this subaward will not exceed \$313,988.00;
- < \*\*\*\*\*Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- < \*\*\*\*\*Indicate what additional supporting documentation is needed in order to request reimbursement;
  - ~\*\*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.; and
- < \*\*\*\*\*Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

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

**The Department agrees:**

- < \*\*\*\*\*Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
  - ~\*\*Providing technical assistance, upon request from the Subrecipient;
  - ~\*\*Providing prior approval of reports or documents to be developed;
  - ~\*\*Forwarding a report to another party, i.e. CDC.
  - ~\*\*Providing technical assistance, upon request from the Subrecipient;
  - ~\*\*Will be responsible for forwarding all documents or other required reports to the Centers for Disease Control and Prevention (CDC) or other entity, as required under this grant;
  - ~\*\*The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.
- < \*\*\*\*\*The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

**Both parties agree:**

- < \*\*\*\*\*The site visit/monitoring schedule may be clarified here. ~\*\*The Department's HIV Prevention Program will conduct at least annually, one (1) programmatic and fiscal review of the subgrantee. The Division of Public and Behavioral Health has the option to conduct site visits more often should they be 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 the date of termination. ~\*\*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 HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC & BEHAVIORAL HEALTH  
NOTICE OF SUBAWARD**

**SECTION D  
Request for Reimbursement**

<u>Program Name:</u> Office of HIV	<u>Subrecipient Name:</u> Northern Nevada Public Health
<u>Address:</u> 2290 S Jones Blvd Ste 110, Las Vegas , Nevada 89146	<u>Address:</u> 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
<u>Subaward Period:</u> 08/01/2024 - 05/31/2025	<u>Subrecipient's:</u> EIN: 88-6000138  Vendor #: T40283400Q

**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	\$231,450.00	\$0.00	\$0.00	\$0.00	\$231,450.00	0.00%
2. Travel	\$12,202.00	\$0.00	\$0.00	0.0000	\$12,202.00	0.00%
3. Operating	\$8,838.00	\$0.00	\$0.00	\$0.00	\$8,838.00	0.00%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
6. Training	\$3,525.00	\$0.00	\$0.00	\$0.00	\$3,525.00	0.00%
7. Other	\$29,427.00	\$0.00	\$0.00	\$0.00	\$29,427.00	0.00%
8. Indirect	\$28,546.00	\$0.00	\$0.00	\$0.00	\$28,546.00	0.00%
<b>Total</b>	<b>\$313,988.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$313,988.00</b>	<b>0.00%</b>
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

I, a duly authorized signatory for the applicant, certify to the best of my knowledge and belief that this report is true, complete and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant award; and that 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.

Authorized Signature \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

**FOR DEPARTMENT USE ONLY**

Is program contact required?  Yes  No

Contact Person \_\_\_\_\_

Reason for contact: \_\_\_\_\_

Fiscal review/approval date: \_\_\_\_\_

Scope of Work review/approval date: \_\_\_\_\_

ASO or Bureau Chief (as required): \_\_\_\_\_

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

**SECTION E**

**Audit Information Request**

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted by an independent accounting firm.

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? Y Yes Y 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.**



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

SECTION G

**Business Associate Addendum**

BETWEEN

**Nevada Department of Health and Human Services**

Hereinafter referred to as the "Covered Entity"

And

**Northern Nevada Public Health**

Hereinafter referred to as the "Business Associate"

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

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

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

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

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

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

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

individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e)(2)(ii)(E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
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,

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

when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

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

1. **Permitted Uses and Disclosures:**

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

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

breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

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

2. **Prohibited Uses and Disclosures:**

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

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. **Effect of Termination:**

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

VI. MISCELLANEOUS

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

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

5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

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

**Section H is not applicable for this Subaward**