

### State of Nevada Department of Health and Human Services

**Division of Public & Behavioral Health** 

(Hereinafter referred to as the Department)

Agency Ref, #: SG-2025-00759

Budget Account: 3234

### NOTICE OF SUBAWARD

Program Name: Public Health Infrastructure & Improvement Office of Administration Mitch Devalliere / DPBHPHII@health.nv.gov		Subrecipient's Name: Northern Nevada Public Health Kristen Palmer / kpalmer@nnph.org				
Address: 10375 Professional Circle Reno, Nevada 89521	Address: 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845					
Subaward Period:	Subrecipient's: EIN:	88-6000138				
2024-12-01 through 2027-11-30	Vendor #:	T40283400Q				
	UEI#:	GPR1NY74XPQ5				
Purpose of Award: Maintain Health District workforce capa	city to reduce health disparities and imp	rove health equity in Washoe County.				
Region(s) to be served: Ÿ Statewide L Specific county or	counties: Washoe County					
Approved Budget Categories						
1. Personnel		\$1,684,998.00				
2. Travel		\$10,700.00				
3. Operating		\$14,728.00				
4. Equipment		\$5,640.00				
5. Contractual/Consultant		\$78,056.00				
6. Training		\$121,730.00				
7. Other		\$74,763.00				
TOTAL DIRECT COSTS		\$1,990,615.00				
8. Indirect Costs		\$199,064.00				
TOTAL APPROVED BUDGET		\$2,189,679.00				

### **Terms and Conditions:**

In accepting these grant funds, it is understood that:

by the grant administrator.

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### **Incorporated Documents:**

Section A: Grant Conditions and Assurances; Section F: Current or Former State Employee Disclaimer

Section B: Descriptions of Services, Scope of Work and Deliverables; Section G: Business Associate Addendum

Section C: Budget and Financial Reporting Requirements; Section H: Matching Funds Agreement (optional: only if matching funds Section D: Request for Reimbursement;

are required) Section E: Audit Information Request;

Name	Signature	Date
Jack Zentens, Administrative Health Services Officer Chad Kingsley, District Health Officer		
Mitch Devalliere, Bureau Chief		
for Cody Phinney Administrator, DPBH		

Federal Award Co				Match				
Total Obligated by this Action:		\$2,189,679.0 0	Match Required	YL N	0.00%			
Cumulative Prior Awards this Budge	t Period:	\$0.00	Amount Required	I this Action:		\$0.00		
Total Federal Funds Awarded to Dat	te:	\$2,189,679.0 0	Amount Required	Prior Awards:		\$0.00		
		Total Match Amo	unt Required:		\$0.00			
Research and Development Ÿ Y L I	V							
<u>Federal Budget Period</u>				<u>Feder</u>	al Project Period			
12/1/2022 through	12/1/2022 through 11/30/2027				12/1/2022 through 11/30/2027			
FOR AGENCY USE ONLY								
FEDERAL GRANT #: 6 NE11OE000076-01-01	Source of Full Strengthening Sustaining Ne Health Infrastr Affected locati (with	and vada's Public ucture.	<u>% Funds:</u> 100.00	<u>CFDA:</u> 93.967	FAIN: NE110E000076 Federal Grant Award Dat by Federal Agency: 4/17/2023			
Budget Account	Category	GL	Function	Sub-org	Job Number			
3234	10	8516	NA	NA	93967A3X			

### **SECTION A**

### **GRANT CONDITIONS AND ASSURANCES**

#### **General Conditions**

- 1. ""Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an %adependent contractor with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as %Department +Dshall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers Compensation Insurance as the Recipient is an independent entity.
- 2. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient 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 Recipient.
- - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Departments grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the 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 of compensation and employer 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 the Clean Air Act (42 U.S.C. Ï I €F. Ï Î Ï Fq.) and the Federal Water Pollution Control Act (33 U.S.C. FG F. FH Ï L S 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. Ï I €F. Ï Î Ï Fq) and the Federal Water Pollution Control Act as amended (33 U.S.C. FG F. FH Ï L Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 8. "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 \$750,000 or more in Federal awards during the grantees fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.

  To acknowledge this requirement, Section E of this notice of subaward must be completed.
- 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 Health and 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:
    - o"""The introduction or formulation of federal, state or local legislation; or
    - o 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:</pre>
    - O"""The introduction or formulation of federal, state or local legislation;
    - o"""The enactment or modification of any pending federal, state or local legislation; or
    - o the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
  - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
  - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
- 14.""An organization receiving grant funds through the Nevada Department of Health and Human Services <u>may</u>, to the extent and in the <u>manner authorized in its grant</u>, 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:
    - o""Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation:
    - o""Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
    - o""Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

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

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the 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.

### **SECTION B**

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

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

### Scope of Work for Northern Nevada Public Health

#### Primary Goal: See attached

<u>Objective</u>	Activities	Due Date	Documentation Needed
1. See attached	See attached	11/30/2027	See attached

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

### **ATTACHMENT A**

### **Scope of Work and Deliverables**

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

### Scope of Work for Washoe County Health District

Goal 1: Maintain Health District workforce capacity to reduce health disparities and improve health equity in Washoe County

Object	<u>tive</u>	Activities		Documentation Needed
1.	Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	Continue to employ one Health Equity Coordinator, one Media and Communications Specialist, and two Community Organizers.  Promptly fill any vacancies that occur during the grant period.	Ongoing through 11/30/2027	1. Employment records
2.	Complete initiatives designed to assure a workforce that represents the County we	2a. Assess how the WCHD staff demographics compare to community demographics annually.	Annually by June 30	2a. Demographics comparison report
	serve.	2b. Work with County HR to review selected job specifications to reduce barriers to recruitment of a diverse candidate pool.	11/30/25	2b. Reviewed job descriptions
		2c. Complete health equity organizational assessment	11/30/25	2c. Health Equity Organizational Assessment Report

### Goal 2: Maintain the Health District's accreditation with the Public Health Accreditation Board

Objective	Activities	Due Date	Documentation Needed
Fulfill all requirements to meet     PHAB accreditation standards.	Complete reaccreditation application process.	3/09/2025	1.Letter of re-accreditation from PHAB
	Submit accreditation annual reports	Annually	2. PHAB Annual Reports

### **ATTACHMENT A**

### **Scope of Work and Deliverables**

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

### Scope of Work for Washoe County Health District

Goal 1: Maintain Health District workforce capacity to reduce health disparities and improve health equity in Washoe County

Object	<u>ive</u>	Activities	Due Date	Documentation Needed
1.	Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	Continue to employ one Health Equity Coordinator, one Media and Communications Specialist, and two Community Organizers.  Promptly fill any vacancies that occur during the grant period.	Ongoing through 11/30/2027	1. Employment records
2.	Complete initiatives designed to assure a workforce that represents the County we	2a. Assess how the WCHD staff demographics compare to community demographics annually.	Annually by June 30	2a. Demographics comparison report
	serve.	2b. Develop a health equity plan for the health district	11/30/27	2b. NNPH Health Equity Plan
		2c. Implement at least three strategies to build health equity capacity within the health district	11/30/27	2c. Health Equity Organizational Assessment Report

### Goal 2: Maintain the Health District's accreditation with the Public Health Accreditation Board

<u>Objective</u>	Activities		Documentation Needed
Fulfill all requirements to meet     PHAB accreditation standards.	Submit accreditation annual reports	Annually	PHAB Annual Reports
	<ol><li>Implement at least two Quality Improvement projects to build a continuous learning organization</li></ol>	11/30/27	QI Project Reports

### **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 # 6 NE110E000076-01-01 from Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with.+

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 6 NE110E000076-01-01 from Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs		including fringe				Total:	\$1,684,998.00
Employee	Annual Salary	Fringe Rate	% of Time	<u>Months</u>	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary
Camarina Augusto, Health Equity Coordinator 70011181	\$94,221.20	46.00%	100.00%	12.00	100.00%	\$137,562.95	L L
Lead health equity efforts disparities Yr 3	including internal	organizational ca	pacity building ar	nd external commu	nity engagement o	designed to reduc	e health
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$95,200.35	46.00%	100.00%	12.00	100.00%	\$138,992.51	F F
Provide additional commu actionable information in address health disparities	multiple formats a						
Itzayana Montoya Adame, Community Organizer 70011250	\$84,705.20	47.00%	100.00%	12.00	100.00%	\$124,516.64	F F
Implement community orgunderserved communities				ips with targeted c	ommunity-based o	organizations and	individuals in
Eva Sandoval, Community Organizer 70011251	\$84,705.20	51.00%	100.00%	12.00	100.00%	\$127,904.85	F F
Implement community orgunderserved communities				ips with targeted c	ommunity-based o	organizations and	individuals in
Camarina Augusto, Health Equity Coordinator 70011181	\$100,186.00	45.00%	100.00%	12.00	100.00%	\$145,269.70	F F
Lead health equity efforts disparities Yr 4	including internal	organizational ca	pacity building ar	nd external commu	nity engagement o	designed to reduc	e health
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$101,218.46	45.00%	100.00%	12.00	100.00%	\$146,766.77	F F
Provide additional commu actionable information in address health disparities	multiple formats a						
Itzayana Montoya Adame, Community Organizer 70011250	\$90,097.60	46.00%	100.00%	12.00	100.00%	\$131,542.50	F., F
Implement community orgunderserved communities			neficial relationsh	ips with targeted c	ommunity-based o	organizations and	individuals in
Eva Sandoval, Community Organizer 70011251	\$90,097.60	50.00%	100.00%	12.00	100.00%	\$135,146.40	F F

Implement community orgunderserved communities				ps with targeted c	ommunity-based o	organizations and i	ndividuals in
Camarina Augusto, Health Equity Coordinator 70011181	\$108,614.15	46.00%	100.00%	12.00	100.00%	\$158,576.66	Γ Γ
Lead health equity efforts disparities Yr. 5	including internal	organizational ca	pacity building and	d external commu	inity engagement o	designed to reduce	e health
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$104,508.06	46.00%	100.00%	12.00	100.00%	\$152,581.77	Γ Γ
Provide additional commu communication channels				d actionable infor	mation in multiple f	formats and throug	h a variety of
Itzayana Montoya Adame, Community Organizer 70011250	\$96,019.20	47.00%	100.00%	12.00	100.00%	\$141,148.22	Γ Γ
Implement community orgunderserved communities				ps with targeted c	ommunity-based o	organizations and i	ndividuals in
Eva Sandoval, Community Organizer 70011251	\$96,019.20	51.00%	100.00%	12.00	100.00%	\$144,988.99	Γ Γ
Implement community orgunderserved communities				ps with targeted c	ommunity-based o	organizations and i	ndividuals in

In-State Travel				Total:	\$1,952.00			
Destination of Trip: 3CMA Annual Conference: Las Vegas NV - YR3								
	Cost	# of Trips	# of Days	# of Staff	Total			
OZā-æd^hÁÁSQ[•oÁj^\ÁslājÁQ; lãtājÁsÁs^•āt}æeāj}DÁsÁÀÁ of tripsx# of staff	\$280.00	1	0	1	\$280.00			
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	\$0.00			
Ú^\ÁÖā^{ kóÁÁÁ^\Áåæ^Á¸^\Áãæ^Á¸\^\ÁÕÙŒÁææ^Á[\Áæ\^æAkcÁÀ\ of trips x # of staff	\$86.00	1	3	1	\$258.00			
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$126.00	1	3	1	\$378.00			
Õ¦[ˇ}åÁv¦æ)•][¦œæaj}}kÁÁNÁ,^¦ÁkBòłajÁçÁNÁ,-Áslaj•Á x#ofstaff	\$30.00	1	2	1	\$60.00			
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00	0	0	0	\$0.00			
Úæ\ā,* ÞÁÁÁÁ,^¦ÁåæÁ¢ÁÁÁ, Ádā,• Á¢ÁÁÁ, Áåæê•Á¢ÁÁÁ of staff	\$0.00	0	0	0	\$0.00			
Funded positions will travel to a development opportunity for their professional development and will utilize knowledge to mprove service delivery. The City-County Communications & Marketing Association (3CMA) Conference convenes local povernments from across the country to learn and network among effective public communicators about innovative ideas and proven outcomes, ways to use new technology, and advance relationships between governments and the community. The ICMA Annual Conference is scheduled to be in Las Vegas in September 2025.								

Destination of Trip: 3CMA Annual Conference: Las Vegas NV - Yr 4								
Cost # of Trips # of Days # of Staff Total								
OBā-æò^KÁÁNS[•oÁj^\ÁddajÁQ;∤āfā,ÁBÁNA^•āf}æaāj}DÁN¢ÁNÁ of trips x # of staff	\$280.00	1	0	1	\$280.00			
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	\$0.00			

Ú^¦ÁÖā^{ KÁMÁÁ,^¦ÁsaêÁ,^¦ÁÖÙŒÁææ^Á(;¦Áseò^æÁ¢ÁÀ/ of trips x # of staff	\$86.00	1	3	1	\$258.00	
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$126.00	1	3	1	\$378.00	
Õ¦[ˇ}åÁv¦æ)•][¦œæaj}kÁÁÁ,^¦ÁÆdajAkÁÁ, Ádaj•Á x#ofstaff	\$30.00	1	2	1	\$60.00	
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00	0	0	0	\$0.00	
Úæ\ā,*KóÁÁ,^¦ÁåæÁ¢ÁÁ, Ádā,•ÁrÁÁ, Áåæ•ÁrÁÁ of staff	\$0.00	0	0	0	\$0.00	
Funded positions will travel to a development opportunity for their professional development and will utilize knowledge to improve service delivery. The City-County Communications & Marketing Association (3CMA) Conference convenes local governments from across the country to learn and network among effective public communicators about innovative ideas and proven outcomes, ways to use new technology, and advance relationships between governments and the community. The 3CMA Annual Conference is scheduled to be in Las Vegas in September 2025.						

Out of State Travel				Total:	\$8,748.00		
Destination of Trip: NACCHO 360: Anaheim, CA - Yr. 3							
	Cost	# of Trips	# of Days	# of Staff	Total		
OBa-æd^hÁM& [•oÁj^hÁdajÁQ lãājÁBÁ&^•ã}}ææāj}DÁ¢ÁÁÁ of trips x # of staff	\$279.00	1		1	\$279.00		
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		1	\$25.00		
Ú^¦ÁÖā^{ kÁÁÁÁ^\ÁåæÁÁ^\ÁÕÙŒÁæA^Á(;¦ÁæA^æA¢ÁÁ of trips x # of staff	\$86.00	1	4	1	\$344.00		
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$191.00	1	4	1	\$764.00		
Õˈ[ˇ}åÁvˈæð̞•][ˈcææā̞i}kÁMÁ¸nˈÁÆzða̞iÁçÁAÁ¸iAða̞•Á x#ofstaff	\$30.00	1	4	1	\$60.00		
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00		
Úæ\ā,*KÁÁÁ,^¦ÁåæÂ¢Á¢ÁÁ, Ádā,•Á¢ÁÁ, Áåæê•Á¢ÁÁÁ of staff	\$12.00	1	4	1	\$48.00		
Funded positions will travel to a development opportunity for their professional development and will utilize knowledge to improve service delivery. The NACCHO 360 conference convenes public health professionals to learn, gain insight from public health experts, engage with federal, state and local partners, and share experiences and best practices across local health departments. The 2025 conference in July is schedule to be in Anaheim, CA Yr 3							

Destination of Trip: NACCHO 360: Atlanta, GA - Yr. 4								
	Cost	# of Trips	# of Days	# of Staff	Total			
OZā-æá^kÁÁSK[•oÁş^\ÁslājÁQ;¦āřājÁsÁså^•āř}æeāj}DÁsÁÀÁ of tripsx# of staff	\$364.00	1		4	\$1,456.00			
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		4	\$100.00			
Ú^\ÁÖā^{ kóÁÁÁ^\Áåæ^Á¸^\Áãæ^Á¸\^\ÁÕÙŒÁææ^Á[\Áæ\^æAkcÁÀ\ of trips x # of staff	\$86.00	1	4	4	\$1,376.00			
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$182.00	1	3	4	\$2,184.00			
Õ¦[ˇ}åÁv¦æ)•][¦œæa[}}kÁÑÁ,^¦Á,Eòta]ÁçÁÑÁ, Ácta]•Á x#ofstaff	\$50.00	1	3	4	\$400.00			
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00			

Úæ\ ā * kóm²/s ^ l Ásaê Á¢ARA, -Ásā ā • Á¢ARA, -Ásaê • Á¢ARA of staff	\$12.00	1	4	4	\$192.00
Funded positions will travel to a development op improve service delivery. The NACCHO 360 con health experts, engage with federal, state and lo departments. The Annual NACCHO 360 Confer	nference convenes pocal partners, and sh	ublic health profession are experiences and	onals to learn, gain i	nsight from public	\$5,708.00

	Cost	# of Trips	# of Days	# of Staff	Total
OZā-æd^hÁn\$Q[•oAj,^¦ÁsjājÁQ[¦ā*ājÁsÁs^•ā*}ææāj}DĀsÁNÁ oftripsx#ofstaff	\$279.00	1		1	\$279.00
Baggage fee: \$ amount per person x # of trips x # of staff	\$25.00	1		1	\$25.00
Ú^¦ÁÖā^{ kÁMÁÁ,^¦ÁsaêÁ,^¦ÁÖÙOZÁaæc^Á(;¦Ásec^aaÁcÁA√ oftripsx#ofstaff	\$86.00	1	4	1	\$344.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$191.00	1	4	1	\$764.00
Ő¦[ˇ}åÁ√læ)•][ˈœæaa[}kÁÁÁÁ,^¦Á-Eòla]ÁsÁÁÁ,-Áda]•Á x#ofstaff	\$30.00	1	4	1	\$60.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00
Úæ\ā,* ÞÁÁÁÁ,^¦ÁsáæÁ¢ÁÁÁ, Áslā,• Á¢ÁÁÁ, Ásaæ• Á¢ÁÁÁ of staff	\$12.00	1	4	1	\$48.00
Funded positions will travel to a development of improve service delivery. The NACCHO 360 conhealth experts, engage with federal, state and lodepartments. The Annual NACCHO 360 conference.	nference convenes pocal partners, and sh	public health profess are experiences and	ionals to learn, gain I best practices acros	insight from public	\$1,520.00

Operating	\$14,728.00							
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?			
Office Supplies - Yr 3	\$49.36	4.0	6.0	\$1,185.00	L			
Office supplies for funded positions								
Dues and Community Outreach Yr. 3	\$1,600.00	1.0	1.0	\$1,600.00	L			
Duea and tabling fees to allow participation in community organization and events								
Educational and Promotional Supplies Yr 3	\$2,500.00	1.0	1.0	\$2,500.00	L			
Educational and promotional items are for educational	ation, outreach and	relationship building	g activities with the	community				
Office Supplies Yr 4	\$21.85	4.0	12.0	\$1,049.00	L			
Office supplies for funded positions								
Dues and Community Outreach Yr. 4	\$1,550.00	1.0	1.0	\$1,550.00	L			
Dues and tabling fees to allow participation in co	ommunity organization	ons and events.						
Educational and Promotional Supplies Yr. 4	\$2,100.00	1.0	1.0	\$2,100.00	L			
Program supplies are for educational content, co	ommunity outreach a	and/or tabling even	ts.					
Office Supplies - Yr. 5	\$21.73	4.0	12.0	\$1,044.00	L			

Office supplies for funded positions								
Dues and Community Outreach - Yr. 5	\$1,600.00	1.0	1.0	\$1,600.00	L			
Dues and tabling fees to allow participation in community organizations and events.								
Educational and Promotional Supplies - Yr. 5	\$2,100.00	1.0	1.0	\$2,100.00	L			
Program supplies are for education content, community outreach, and/or tabling events. Educational and promotional items are for education, outreach, and relationship building activities with the community.								

Equipment	Total	\$5,640.00			
	Amount		# of Months or Occurrences	Cost	Subject to Indirect?
Laptops and docking stations - Yr. 5	\$1,410.00	4	1	\$5,640.00	L
Laptop refresh for 4 staff					

Contractual/Contractual and all Pass-thru Subawards			Total:	\$78,056.00
Name of Contractor/Subrecipient: Clearpoint Yr. 3				
Method of Selection: Sole Source				
Period of Performance: 12/1/2024 - 11/30/2025				
Scope of Work: The ClearPoint performance management (PM) sys measure Health District program performance against the strategic				
*Sole Source Justification: The Health District has initiated use of th and impact.	e ClearPoint system	and will utilize fundi	ng to continue expa	nding its utilization
<u>Budget</u>				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PN	M system and provide	e performance dash	ooards.	Total: \$19,352.00
Name of Contractor/Subrecipient: Health Equity Yr. 3				
Method of Selection: Other				
Period of Performance: 7/1/2025 - 10/31/2025				
Scope of Work: Provide technical assistance to the Health District t inclusion.	o build organizationa	al capacity to addres	s health equity and	diversity, equity and
<u>Budget</u>				
Contractual	\$5,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timeli	nes and deliverables	S.		Total: \$5,000.00

Name of Contractor/Subrecipient: Clearpoint - Yr. 4

Method of Selection: Sole Source

Period of Performance: 12/1/2025 - 11/30/2026

Scope of Work: The ClearPoint performance management (PM) system will be used and licenses maintained to use the system, to plan, track, and measure Health District program performance against the strategic plan outcomes, and program activities as required by PHAB Accreditation.

*Sole Source Justification: The Health District has initiated use of th and impact.	e ClearPoint system	and will utilize fundi	ng to continue expar	nding its utilization
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PN	M system and provid	e performance dash	boards.	Total: \$19,352.00
Name of Contractor/Subrecipient: Community Health - Yr. 4				
Method of Selection: Competitive Bid				
Period of Performance: 1/1/2026 - 11/30/2026				
Scope of Work: Provide technical assistance to NNPH to assess the	e community's needs	to improve health o	utcomes.	
Budget				
Contractual	\$3,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timel	ines and deliverable	S.		Total: \$3,000.00
Name of Contractor/Subrecipient: Graphic design and video product	tion - Yr. 4			
Method of Selection: Competitive Bid				
Period of Performance: 3/1/2026 - 11/30/2026				
Scope of Work: Provide graphic design and video services to enhan	ice web and social m	nedia campaigns to i	mprove health inequ	ities.
Budget				
Contractual	\$12,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timeli	nes and deliverables	3.		Total: \$12,000.00
Name of Contractor/Subrecipient: Clearpoint - Yr. 5				
· ·				
Method of Selection: Sole Source				
Period of Performance: 12/1/2026 - 11/30/2027				
Scope of Work: The ClearPoint performance management (PM) sys measure Health District program performance against the strategic	stem will be used and plan outcomes, and	d licenses maintaine program activities as	d to use the system, required by PHAB <i>i</i>	to plan, track, and Accreditation.
*Sole Source Justification: The Health District has initiated use of thand impact.	e ClearPoint system	and will utilize fundi	ng to continue expar	nding its utilization
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the P	M system and provide	le performance dash	boards.	Total: \$19,352.00

Training				Total		\$121,730.00
		Amount	# of FTE or Units	# of Months or Occurrences	Cost	
Forcasted conference or seminar registration to a conferences on public health, health equity, health and/or inclusion and diversity. Also, additional diversity and inclusion, cultural competency, and health equall NNPH staff. Yr. 3	n disparities ersity, equity	\$4,000.00	1	1		\$4,000.00
Conference registration						
District Wide Workforce Development Training-"L Excellence" includes 4 half day profressional deve sessions for all staff. The training focuses on build sets of staff to become a high-performing and eng Implementation of NNPH's Workforce Developme requirement of PHAB Accreditation. Cost per atter 196 staff members= \$36,830 Yr 3	elopment ling the skill laged team. nt Plan is a	\$36,830.00	1	1		\$36,830.00
Workforce Development training		-	•	-		
Forcasted conference or seminar registration to a conferences on public health, health equity, health and/or inclusion and diversity. Also, additional diversity and inclusion, cultural competency, and health eq all NNPH staff. Yr. 4	n disparities ersity, equity	\$3,400.00	1	1		\$3,400.00
Conference or seminar registration					•	
District Wide Workforce Development Training-N continue the "Leading With Excellence" series to perfect the series of the series	orovide all staff ne training will skill sets of staff Cost per	\$36,000.00	1	1		\$36,000.00
Workforce Development Training		•	'	•		
District Wide Workforce Development Training- NNPH will continue the "Leading With Excellence" series to provide all staff 4 half day profressional development sessions. The training will build on the previous learnings by developing the skill sets of staff to become a high-performing and engaged team. Cost per attendee \$191.32 x 196 staff members= \$37,500 - Yr. 5		\$37,500.00	1	1		\$37,500.00
Workforce Development Training			•	•	•	
Forecasted conference or seminar registration		\$4,000.00	1	1		\$4,000.00
Conference or seminar registration for staff to atte	end trainings - Yr	5		1	•	
<u>Other</u>				Total:		\$74,763.00
Expenditure A	Amount		# of Months or Occurrences	Cost	Subject	to Indirect
Other	\$12,000,00		1	\$12,000.00	ı	

<u>Other</u>				Total:	\$74,763.00			
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect			
Other	\$12,000.00	1	1	\$12,000.00	L			
Justification: Yr 3 Public Health Accreditation Bo	ard Fee. Annual a	ccreditation fee						
Other	\$416.60	1	12	\$5,000.00	L			
Justification: Yr 3 - Advertisement expenses to in	nclude professiona	l printing, purchasin	g graphics, etc.					
Other	\$3,500.00	1	1	\$3,500.00	L			
Justification: Community Coalition Stipends are to encourage Community Based Organizations' participation in NNPH's Community Coalition that aims to leverage the talents, resources and perspectives of diverse communities to reduce health inequities.								
Other	\$119.00	3	1	\$357.00	L			

Justification: Yr 3 - Canva Subscription for 3 FTE	E. Communications	s platform used to co	mplete program act	ivities.			
Other	\$55.00	1	12	\$660.00	L		
Justification: Yr 3 - Adobe Creative Cloud. Communications platform utilized for graphic design							
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	L		
Justification: Yr 3 Copier/printer charges to comp	olete day to day bu	siness					
State Phone Line	\$10.00	4	12	\$480.00	L		
Justification: Yr 3 - Vonage phone lines. Phones	lines utilized by fu	nded positions					
Other	\$90.00	2	12	\$2,160.00	L		
Justification: Yr 3 - Cell phones utilized by funde	d staff to include h	ot spot to support in	ternet access needs	in the field and at c	ommunity events.		
Other	\$12,000.00	1	1	\$12,000.00	L		
Justification: Yr 4 - The PHAB accreditation is ar organization drive performance, and accountabil	n annual fee that su ity and create stro	upports NNPH in the	ir delivery of essent	ial public health serv	vices and helps the		
Other	\$416.60	12	1	\$5,000.00	L		
Justification: Yr 4 - Advertising (social, TV, radio	, print). Advertisem	ent expenses to inc	lude professional pr	inting, purchasing gr	aphics, etc.		
Other	\$3,000.00	1	1	\$3,000.00	L		
Justification: Yr 4 - Community Coalition Particip participation in NNPH's Community Coalition whealth inequities.							
Other	\$2,400.00	1	1	\$2,400.00	L		
Justification: Yr 4 - Community Health Assessment compensate individuals for contributing to the research				provided to focus g	roup participants to		
Other	\$48.00	2	3	\$288.00	L		
Justification: Yr 4 - MiFi Hotspot. Cell phone cos community events and community health assess	ts and MiFi cards i	nclude cellular hot s	pots to support inter	net access needs in	the field and at		
Other	\$119.00	1	1	\$119.00	L		
Justification: Yr 4 - Canva Subscription for 3 FTE	. Platform used fo	r communications to	complete program	activities.			
Other	\$55.00	1	12	\$660.00	L		
Justification: Yr 4 - Adobe Creative Cloud. For co	ommunications tea	m to use for press re	eleases and graphic	design.			
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	L		
Justification: Yr 4 Copier/Lease charges for day	to day activities.						
State Phone Line	\$10.00	4	12	\$480.00	L		
Justification: Yr 4 - Vonage phones for funded staff for day to day operations							
Other	\$75.00	1	12	\$900.00	L		
Justification: Yr 4 - Verizon cell phones. Cell phones to support staff in the field and community events.							
Other	\$12,000.00	1	1	\$12,000.00	L		
Justification: Yr 5 - The PHAB accreditation is ar organization drive performance, and accountabil			ir delivery of essent	ial public health serv	vices and helps the		
Other	\$416.60	1	12	\$5,000.00	L		
Justification: Yr 5 - Advertising (social, TV, radio	, printing, purchasi	ng graphics). Advert	ising costs to promo	ote health equity			

Other	\$3,000.00	1	1	\$3,000.00	L
Justification: Yr 5 - Community Coalition Stipen which aims to leverage the talents, resources, a					Community Coalition
Other	\$119.00	1	1	\$119.00	L
Justification: Yr 5 - Canva Subscription. Comm	unications platform us	sed by the team to	complete program a	activities.	
Other	\$55.00	1	12	\$660.00	L
Justification: Yr 5 - Adobe Creative Cloud. For	communications staff	to use for press re	leases and graphic	design	
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	L
Justification: Yr 5 Copier and printer charges fo	r daily activities				
State Phone Line	\$10.00	4	12	\$480.00	L
Justification: Yr 5 - Vonage phone lines. Phone	s lines for daily activiti	ies			•
Other	\$75.00	1	12	\$900.00	L
Justification: Yr 5 - Cell phones costs include co	ellular hot spots to sup	oport internet acce	ss needs in the field	d and at community	events.

TOTAL DIRECT CHARGES	\$1,990,615.00					
Indirect Charges	Indirect Rate:	10.0%	\$199,064.00			
la diversit Matthe dela mu. No restinte di la diversit Data Northe au Nova de Dublic Haelib, vacas the Madified Tatal Diversit Coata (MTDC) vacable dela mu as the						

Indirect Methodology: Negotiated Indirect Rate. Northern Nevada Public Health uses the Modified Total Direct Costs (MTDC) methodology as the direct cost bases for the Indirect Cost Proposal. The MTDC excludes any extraordinary or distorting expenditures, usually capital expenditures, subawards, contracts, assistance payments (e.g. to beneficiaries), and provider payments from the Program or Cost Center total expenditures for the Fiscal Year. The MTDC bases allows and results in each program or award to bear a fair share of indirect costs in a reasonable relation to the benefits received from those indirect costs.

TOTAL BUDGET \$2,189,679

Applicant Name: Northern Nevada Public Health

Form 2

### PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Public Health Infrastructure & Improvement	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$2,189,679.00								\$2,189,679.00
EXPENSE CATEGORY		-	-	-	-	-			_
Personnel	\$1,684,998.00								\$1,684,998.00
Travel	\$10,700.00								\$10,700.00
Operating	\$14,728.00								\$14,728.00
Equipment	\$5,640.00								\$5,640.00
Contractual/Consultant	\$78,056.00								\$78,056.00
Training	\$121,730.00								\$121,730.00
Other Expenses	\$74,763.00								\$74,763.00
Indirect	\$199,064.00								\$199,064.00
TOTAL EXPENSE	\$2,189,679.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$2,189,679.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$199,064.00	.00 Total Agency Budget					\$2,189,679.00		
Percent of Subrecipient Budget					ecipient Budget	100.00%			

B. Explain any items noted as pending:		

### C. Program Income Calculation:

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 \$2,189,679.00;
- 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;
  - Invoices, payroll reports, line-item description of expenses incurred.; and
- Additional expenditure detail will be provided upon request from the Department.

#### Additionally, the Subrecipient agrees to provide:

- 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.
- reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide
- 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:

- dentify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
  - Š""Providing technical assistance, upon request from the Subrecipient;
  - S<sup>\*\*\*</sup>Providing prior approval of reports or documents to be developed;
  - Š""Forwarding a report to another party, i.e. CDC.
  - Š""Providing technical assistance, upon request from the Subrecipient.
  - Providing prior approval of reports or documents to be developed
- 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 will conduct at least annual site visits with Subrecipient
- 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 க்கூட்ட்க்கி கூட்டேக்கி 'க்கூட்டி' இத்தி பிறியில் கூட்டு விறியில் விறியில் விறியில் கூட்டு விற

### **Financial Reporting Requirements**

- 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 <u>actual</u> 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.

### SECTION D Request for Reimbursement

Program Name: Public Health Infrastructure & Improvement			Subrecipient Name: Northern Nevada Public Health				
Address: 10375 Profession	Address: 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845						
Subaward Period: 12/01/20	)24 - 11/30/2027	,	Subrecipient's: EIN: 88-6000138				
			Vendor #: T40283400Q				
	FINANCIAL	REPORT AND REC	QUEST FOR REIM	BURSEMENT			
	(must	be accompanied by	expenditure report/	back-up)			
M	onth(s)			Calenda	r 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	\$1,684,998.00	\$0.00	\$0.00	\$0.00	\$1,684,998.00	0.00%	
2. Travel	\$10,700.00	\$0.00	\$0.00	0.0000	\$10,700.00	0.00%	
3. Operating	\$14,728.00	\$0.00	\$0.00	\$0.00	\$14,728.00	0.00%	
4. Equipment	\$5,640.00	\$0.00	\$0.00	\$0.00	\$5,640.00	0.00%	
5. Contractual/Consultant	\$78,056.00	\$0.00	\$0.00	\$0.00	\$78,056.00	0.00%	
6. Training	\$121,730.00	\$0.00	\$0.00	\$0.00	\$121,730.00	0.00%	
7. Other	\$74,763.00	\$0.00	\$0.00	\$0.00	\$74,763.00	0.00%	
8. Indirect	\$199,064.00	\$0.00	\$0.00	\$0.00	\$199,064.00	0.00%	
Total	\$2,189,679.00	\$0.00	\$0.00	\$0.00	\$2,189,679.00	0.00%	
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete	
						0.00%	

Authorized Signature Title Date

### FOR DEPARTMENT USE ONLY

Is program contact required? Ÿ Yes Ÿ No

Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

### **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 { ¦ÁsœA^adBi Ás&8[¦åaa] &^Á, ão∮ÓÔØÜÁsÁ€€EĚ €FÇAÐÈ

2. Did your organization expend \$750,000 or more in all federal awards during your organizations most recent fiscal year?

1. Yes Ÿ No

2. When does your organizations fiscal year end?

3. When does your organizations 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?

Eide Bailly

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

#### **SECTION F**

### **Current or Former State Employee Disclaimer**

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

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

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

YES If %ES-Édist the names of any current or former employees of the State and the services that each person will perform.

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

Name Services

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

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

### **SECTION G**

#### **Business Associate Addendum**

### **BETWEEN**

### **Nevada Department of Health and Human Services**

Hereinafter referred to as the %Govered Entity"

And

### **Northern Nevada Public Health**

Hereinafter referred to as the &usiness 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 All Health Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 All Health Act, Public Law 104-191 All Health Act, Public Law 104-191

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.
  - 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.
  - 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.
  - 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.
  - 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.
  - 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.

- 3. 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.
- Protected Health Information means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
- 16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statues or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
- Secretary shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary
  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 Associates 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.
- Freehot 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 incidents, 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.

- 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 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).
- 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 Associates 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

- The Covered Entity will inform the Business Associate of any limitations in the Covered Entity Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate 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 Associates 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 Associates 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.
- 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

- 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 partys 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.

- 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.

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

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

Section H is not applicable for this Subaward