



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

Agency Ref, #: SG-2025-00759-1
Budget Account: 3234

SUBAWARD AMENDMENT # 1

Program Name: Public Health Infrastructure & Improvement Bureau of Administration Mitch Devalliere / DPBHPHII@health.nv.gov	Subrecipient 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: 12/01/2024 through 11/30/2027	Amendment Effective Date: Upon approval by all parties.

This amendment reflects a change to: X Scope of Work Æ Term X Budget Æ Funding Source

Reason for Amendment: Revision to budget to include savings from original award SG 26356 and to revise scope of work to reflect updated programmatic deliverables.

Required Changes

Current Language: Total reimbursement through this subaward will not exceed \$2,189,679.00. See Section B, C and D of the original subaward.

Amended Language: Total reimbursement through this subaward will not exceed \$2,292,509.00. See attached Section B,C revised on Dec 3, 2024.

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	\$1,684,998.00	\$0.00	\$1,684,998.00
2. Travel	\$10,700.00	\$0.00	\$10,700.00
3. Operating	\$14,728.00	\$0.00	\$14,728.00
4. Equipment	\$5,640.00	\$0.00	\$5,640.00
5. Contractual/Consultant	\$78,056.00	\$0.00	\$78,056.00
6. Training	\$121,730.00	\$93,481.00	\$215,211.00
7. Other	\$74,763.00	\$0.00	\$74,763.00
TOTAL DIRECT COSTS	\$1,990,615.00	\$93,481.00	\$2,084,096.00
8. Indirect Costs	\$199,064.00	\$9,349.00	\$208,413.00
TOTAL APPROVED BUDGET	\$2,189,679.00	\$102,830.00	\$2,292,509.00

Incorporated Documents:

Section B: Description of Services, Scope of Work and Deliverables revised on Dec 3, 2024

Section C: Budget and Financial Reporting Requirements revised on Dec 3, 2024

Section D: Request for Reimbursement revised on Dec 3, 2024

Section E: Audit Information Request revised on Dec 3, 2024

Section F: Current or Former State Employee Disclaimer revised on Dec 3, 2024

Section G: Business Associate Addendum revised on Dec 3, 2024

Section H: Matching Funds Agreement revised on Dec 3, 2024

Exhibit A: Original Notice of Subaward and all previous amendments

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and DPBH Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Name	Signature	Date
Chad Kingsley, District Health Officer	Chad Kinglsey	8/14/2025
Mitch Devalliere, Bureau Chief	Mitch DeValliere	8/18/2025

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for Dena Schmidt, Administrator, DPBH	Dena Schmidt	8/22/2025
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Federal Award Computation			Match				
Total Obligated by this Action:	\$102,830.00	Match Required Æ Y X N	0.00%				
Cumulative Prior Awards this Budget Period:	\$2,189,679.00	Amount Required this Action:	\$0.00				
Total Federal Funds Awarded to Date:	\$2,292,509.00	Amount Required Prior Awards:	\$0.00				
		Total Match Amount Required:	\$0.00				
Research and Development Æ Y X N							
Federal Budget Period			Federal Project Period				
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 Funds: Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with	% Funds: 100.00	CFDA: 93.967	FAIN: NE11OE000076	Federal Grant Award Date by Federal Agency: 4/17/2023		
Budget Account	Category	GL	Function	Sub-org	Job Number		
3234	10	8516	NA	NA	93967A3X		
Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
	0.00						
Job Number:		Description:					

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SECTION B

**Description of Services, Scope of Work and Deliverables
revised on Dec 3, 2024**

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

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

ATTACHMENT A

Scope of Work and Deliverables

Washoe County Health District, 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 overall health outcomes in Washoe County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Maintain four positions within the Health District specifically focused on health equity related goals and initiatives. 2. Complete initiatives designed to assure a workforce that represents the County we serve.	1. 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
	2a. Assess how the WCHD staff demographics compare to community demographics annually.	Annually by June 30	2a. Demographics comparison report
	2b. Work with County HR to review selected job specifications to improve the public health workforce	11/30/25	2b. Reviewed job descriptions
	2c. Complete health disparities organizational assessment	11/30/25	2c. Health Disparities Reduction Plan Results

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

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

ATTACHMENT A

Scope of Work and Deliverables

Washoe County Health District, 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 overall health outcomes in Washoe County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	1. 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 serve.	2a. Work with County HR to review selected job specifications to improve the public health workforce	Annually by June 30	2a. Reviewed job descriptions
	2b. Develop a capacity building plan to reduce health disparities for the health district	11/30/27	2b. NNPH Health Disparities Reduction Plan
	2c. Implement at least three strategies to reduce health disparities within the health district	11/30/27	2c. Health Disparities Reduction Plan Report

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

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Fulfill all requirements to meet PHAB accreditation standards.	1. Submit accreditation annual reports	Annually	1. PHAB Annual Reports
	2. Implement at least two Quality Improvement projects to build a continuous learning organization	11/30/27	2. QI Project Reports

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**SECTION C
Budget and Financial Reporting Requirements
revised on Dec 3, 2024**

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 NE11OE000076-01-01 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 NE11OE000076-01-01 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	
Employee	Annual Salary	Fringe Rate	% of Time	Months	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	X	X	
Lead health equity efforts including internal organizational capacity building and external community engagement designed to reduce health disparities. - Yr 3									
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$95,200.35	46.00%	100.00%	12.00	100.00%	\$138,992.51	X	X	
Provide additional communications capacity to build and implement a Health Equity Communications Plan and increase access to accurate and actionable information in multiple formats and through a variety of communication channels designed to reduce co-morbidities of COVID-19 and address health disparities. - Yr 3									
Itzayana Montoya Adame, Community Organizer 70011250	\$84,705.20	47.00%	100.00%	12.00	100.00%	\$124,516.64	X	X	
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr 3									
Eva Sandoval, Community Organizer 70011251	\$84,705.20	51.00%	100.00%	12.00	100.00%	\$127,904.85	X	X	
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr 3									
Camarina Augusto, Health Equity Coordinator 70011181	\$100,186.00	45.00%	100.00%	12.00	100.00%	\$145,269.70	X	X	
Lead health equity efforts including internal organizational capacity building and external community engagement designed to reduce health disparities. - Yr 4									
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$101,218.46	45.00%	100.00%	12.00	100.00%	\$146,766.77	X	X	
Provide additional communications capacity to build and implement a Health Equity Communications Plan and increase access to accurate and actionable information in multiple formats and through a variety of communication channels designed to reduce co-morbidities of COVID-19 and address health disparities. - Yr. 4									
Itzayana Montoya Adame, Community Organizer 70011250	\$90,097.60	46.00%	100.00%	12.00	100.00%	\$131,542.50	X	X	
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. Yr. 4									

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Eva Sandoval, Community Organizer 70011251	\$90,097.60	50.00%	100.00%	12.00	100.00%	\$135,146.40	X	X
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr. 4								
Camarina Augusto, Health Equity Coordinator 70011181	\$108,614.15	46.00%	100.00%	12.00	100.00%	\$158,576.66	X	X
Lead health equity efforts including internal organizational capacity building and external community engagement designed to reduce health disparities. - Yr. 5								
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$104,508.06	46.00%	100.00%	12.00	100.00%	\$152,581.77	X	X
Provide additional communications capacity to increase access to accurate and actionable information in multiple formats and through a variety of communication channels designed to address health disparities. - Yr. 5								
Itzayana Montoya Adame, Community Organizer 70011250	\$96,019.20	47.00%	100.00%	12.00	100.00%	\$141,148.22	X	X
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr. 5								
Eva Sandoval, Community Organizer 70011251	\$96,019.20	51.00%	100.00%	12.00	100.00%	\$144,988.99	X	X
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr. 5								

In-State Travel						Total:	\$1,952
Destination of Trip: 3CMA Annual Conference: Las Vegas NV - YR3							
	Cost	# of Trips	# of Days	# of Staff	Total		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$280.00	1		1	\$280.00		
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		
Per Diem: \$ per day per GSA rate for area x # 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		
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00		
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00				\$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.						\$976.00	

Destination of Trip: 3CMA Annual Conference: Las Vegas NV - Yr 4					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$280.00	1		1	\$280.00

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Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00
Per Diem: \$ per day per GSA rate for area x # 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
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00				\$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.					\$976.00

Out of State Travel		OSMot Days			Total:	\$8,748
Destination of Trip: NACCHO 360: Anaheim, CA - Yr. 3						
	Cost	# of Trips	# of Days	# of Staff	Total	
Airfare: cost per trip (origin & designation) x # 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	
Per Diem: \$ per day per GSA rate for area x # 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	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00	
Parking: \$ per day x # of trips x # of days x # 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					\$1,520.00	

Destination of Trip: NACCHO 360: Atlanta, GA - Yr. 4						
	Cost	# of Trips	# of Days	# of Staff	Total	
Airfare: cost per trip (origin & designation) x # of trips x # 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	
Per Diem: \$ per day per GSA rate for area x # 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	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50.00	1	2	4	\$400.00	

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Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$12.00	1	4	4	\$192.00
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 Annual NACCHO 360 Conference will be in the South in July 2026.					\$5,708.00

Destination of Trip: NACCHO 360: Anaheim, CA - Yr, 5					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # 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
Per Diem: \$ per day per GSA rate for area x # 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
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00
Parking: \$ per day x # of trips x # of days x # 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 Annual NACCHO 360 conference will be on the west coast in July 2027 . - Yr. 5					\$1,520.00

Operating				Total:	\$14,728
	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	X
Office supplies for funded positions					
Dues and Community Outreach Yr. 3	\$1,600.00	1.0	1.0	\$1,600.00	X
Duesa 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	X
Educational and promotional items are for education, outreach and relationship building activities with the community					
Office Supplies Yr 4	\$21.85	4.0	12.0	\$1,049.00	X
Office supplies for funded positions					
Dues and Community Outreach Yr. 4	\$1,550.00	1.0	1.0	\$1,550.00	X
Dues and tabling fees to allow participation in community organizations and events.					
Educational and Promotional Supplies Yr. 4	\$2,100.00	1.0	1.0	\$2,100.00	X

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Program supplies are for educational content, community outreach and/or tabling events.

Office Supplies - Yr. 5	\$21.73	4.0	12.0	\$1,044.00	X
Office supplies for funded positions					
Dues and Community Outreach - Yr. 5	\$1,600.00	1.0	1.0	\$1,600.00	X
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	X
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:
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?
Laptops and docking stations - Yr. 5	\$1,410.00	4	1	\$5,640.00	X
Laptop refresh for 4 staff					
					\$5,640

Contractual/Contractual and all Pass-thru Subawards				Total:	\$78,056
<u>Type:</u>		<u>Name:</u> Clearpoint Yr. 3			
<u>Method of Selection:</u> Sole Source					
<u>Period of Performance:</u> 12/1/2024 - 11/30/2025					
<u>Scope of Work:</u> 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.					
<u>*Sole Source Justification:</u> The Health District has initiated use of the ClearPoint system and will utilize funding to continue expanding its utilization and impact.					
<u>Budget</u>					
Contractual		\$19,352.00			
<u>Method of Accountability:</u> Northern Nevada Public Health will report on the utilization of the PM system and provide performance dashboards.					Total: \$19,352.00

<u>Type:</u>	<u>Name:</u> Health Equity Yr. 3			
<u>Method of Selection:</u> Other				
<u>Period of Performance:</u> 7/1/2025 - 10/31/2025				
<u>Scope of Work:</u> Provide technical assistance to the Health District to build organizational capacity to address health equity.				
<u>Budget</u>				
Contractual	\$5,000.00			
<u>Method of Accountability:</u> Contractor will provide a proposed scope of work with specific timelines and deliverables.				Total: \$5,000.00

<u>Type:</u>	<u>Name:</u> Clearpoint - Yr. 4
<u>Method of Selection:</u> Sole Source	

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<u>Period of Performance:</u> 12/1/2025 - 11/30/2026				
<u>Scope of Work:</u> 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.				
<u>*Sole Source Justification:</u> The Health District has initiated use of the ClearPoint system and will utilize funding to continue expanding its utilization and impact.				
<u>Budget</u>				
Contractual	\$19,352.00			
<u>Method of Accountability:</u> Northern Nevada Public Health will report on the utilization of the PM system and provide performance dashboards.				Total: \$19,352.00

<u>Type:</u>		<u>Name:</u> Community Health - Yr. 4		
<u>Method of Selection:</u> Competitive Bid				
<u>Period of Performance:</u> 1/1/2026 - 11/30/2026				
<u>Scope of Work:</u> Provide technical assistance to NNPH to assess the community's needs to improve health outcomes.				
<u>Budget</u>				
Contractual	\$3,000.00			
<u>Method of Accountability:</u> Contractor will provide a proposed scope of work with specific timelines and deliverables.				Total: \$3,000.00

<u>Type:</u>		<u>Name:</u> Graphic design and video production - Yr. 4		
<u>Method of Selection:</u> Competitive Bid				
<u>Period of Performance:</u> 3/1/2026 - 11/30/2026				
<u>Scope of Work:</u> Provide graphic design and video services to enhance web and social media campaigns to improve health inequities.				
<u>Budget</u>				
Contractual	\$12,000.00			
<u>Method of Accountability:</u> Contractor will provide a proposed scope of work with specific timelines and deliverables.				Total: \$12,000.00

<u>Type:</u>		<u>Name:</u> Clearpoint - Yr. 5		
<u>Method of Selection:</u> Sole Source				
<u>Period of Performance:</u> 12/1/2026 - 11/30/2027				
<u>Scope of Work:</u> 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.				
<u>*Sole Source Justification:</u> The Health District has initiated use of the ClearPoint system and will utilize funding to continue expanding its utilization and impact.				
<u>Budget</u>				
Contractual	\$19,352.00			
<u>Method of Accountability:</u> Northern Nevada Public Health will report on the utilization of the PM system and provide performance dashboards.				Total: \$19,352.00

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Training				Total:	\$215,211
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	
Forecasted conference or seminar registration to attend conferences on public health, health equity and health disparities. Also, additional health equity training for all NNPH staff. Yr. 3	\$4,000.00	1	1	\$4,000.00	
Conference registration					
District Wide Workforce Development Training- "Leading With Excellence" includes 4 half day professional development sessions for all staff. The training focuses on building the skill sets of staff to become a high-performing and engaged team. Implementation of NNPH's Workforce Development Plan is a requirement of PHAB Accreditation. Cost per attendee \$187.91 x 196 staff members= \$36,830 Yr 3	\$36,830.00	1	1	\$36,830.00	
Workforce Development training					
Forecasted conference or seminar registration to attend conferences on public health, health equity, and health disparities. Also, additional health equity training for all NNPH staff. Yr. 4	\$3,400.00	1	1	\$3,400.00	
Conference or seminar registration					
District Wide Workforce Development Training- NNPH will continue the "Leading With Excellence" series to provide all staff 4 half day professional 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 \$183.67 x 196 staff members= \$36,000 Yr. 4	\$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 professional 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 attend trainings - Yr 5					
NACCHO 360 Conference - year 3	\$1,520.00	1	1	\$1,520.00	
Funds will be utilized to attend NACCHO 360 conference to allow staff to explore forward-thinking approaches to public health, network, and share experiences and best practices across local health departments. \$1,520 for travel for year 3					
Professional Development	\$91,961.00	1	1	\$91,961.00	
Funds will support professional development opportunities aimed at equipping the NNPH team with the latest research, strategies, and best practices in public health. These training experiences will foster a deeper understanding of the complex health issues facing communities and help implement innovative solutions, ultimately leading to more effective interventions and improved public health outcomes. \$91,961 for Other Professional Development					

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Other					Total:	\$74,763
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect	
Other	\$12,000.00	1	1	\$12,000.00	X	
Yr 3 Public Health Accreditation Board Fee. Annual accreditation fee						
Other	\$416.60	1	12	\$5,000.00	X	
Yr 3 - Advertisement expenses to include professional printing, purchasing graphics, etc.						
Other	\$3,500.00	1	1	\$3,500.00	X	
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 local communities to reduce health inequities.						
Other	\$119.00	3	1	\$357.00	X	
Yr 3 - Canva Subscription for 3 FTE. Communications platform used to complete program activities.						
Other	\$55.00	1	12	\$660.00	X	
Yr 3 - Adobe Creative Cloud. Communications platform utilized for graphic design						
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	X	
Yr 3 Copier/printer charges to complete day to day business						
State Phone Line	\$10.00	4	12	\$480.00	X	
Yr 3 - Vonage phone lines. Phones lines utilized by funded positions						
Other	\$90.00	2	12	\$2,160.00	X	
Yr 3 - Cell phones utilized by funded staff to include hot spot to support internet access needs in the field and at community events.						
Other	\$12,000.00	1	1	\$12,000.00	X	
Yr 4 - The PHAB accreditation is an annual fee that supports NNPH in their delivery of essential public health services and helps the organization drive performance, and accountability and create strong infrastructure.						
Other	\$416.60	12	1	\$5,000.00	X	
Yr 4 - Advertising (social, TV, radio, print). Advertisement expenses to include professional printing, purchasing graphics, etc.						
Other	\$3,000.00	1	1	\$3,000.00	X	
Yr 4 - Community Coalition Participation Stipend. Community Coalition Stipends are to encourage Community-Based Organizations' participation in NNPH's Community Coalition which aims to leverage the talents, resources, and perspectives of local communities to reduce health inequities.						
Other	\$2,400.00	1	1	\$2,400.00	X	
Yr 4 - Community Health Assessment Focus Group Participation Incentives. Incentives will be provided to focus group participants to compensate individuals for contributing to the research assessment of community health needs.						
Other	\$48.00	2	3	\$288.00	X	
Yr 4 - MiFi Hotspot. Cell phone costs and MiFi cards include cellular hot spots to support internet access needs in the field and at community events and community health assessment outreach.						
Other	\$119.00	1	1	\$119.00	X	
Yr 4 - Canva Subscription for 3 FTE. Platform used for communications to complete program activities.						
Other	\$55.00	1	12	\$660.00	X	
Yr 4 - Adobe Creative Cloud. For communications team to use for press releases and graphic design.						

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Copier/Printer Lease	\$100.00	1	12	\$1,200.00	X
Yr 4 Copier/Lease charges for day to day activities.					
State Phone Line	\$10.00	4	12	\$480.00	X
Yr 4 - Vonage phones for funded staff for day to day operations					
Other	\$75.00	1	12	\$900.00	X
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	X
Yr 5 - The PHAB accreditation is an annual fee that supports NNPH in their delivery of essential public health services and helps the organization drive performance, and accountability and create strong infrastructure.					
Other	\$416.60	1	12	\$5,000.00	X
Yr 5 - Advertising (social, TV, radio, printing, purchasing graphics). Advertising costs to promote health equity					
Other	\$3,000.00	1	1	\$3,000.00	X
Yr 5 - Community Coalition Stipends are to encourage Community-Based Organizations' participation in NNPH's Community Coalition which aims to leverage the talents, resources, and perspectives of local communities to reduce health inequities.					
Other	\$119.00	1	1	\$119.00	X
Yr 5 - Canva Subscription. Communications platform used by the team to complete program activities.					
Other	\$55.00	1	12	\$660.00	X
Yr 5 - Adobe Creative Cloud. For communications staff to use for press releases and graphic design					
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	X
Yr 5 Copier and printer charges for daily activities					
State Phone Line	\$10.00	4	12	\$480.00	X
Yr 5 - Vonage phone lines. Phones lines for daily activities					
Other	\$75.00	1	12	\$900.00	X
Yr 5 - Cell phones costs include cellular hot spots to support internet access needs in the field and at community events.					

TOTAL DIRECT CHARGES	\$2,084,096
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Indirect Charges	Indirect Rate:	10.0%	\$208,413
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, sub-awards, 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	\$2,292,509
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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	\$2,292,509.00								\$2,292,509.00

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	\$215,211.00								\$215,211.00
Other Expenses	\$74,763.00								\$74,763.00
Indirect	\$208,413.00								\$208,413.00
TOTAL EXPENSE	\$2,292,509.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$2,292,509.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$208,413.00	Total Agency Budget							\$2,292,509.00
Percent of Subrecipient Budget									100.00%

B. Explain any items noted as pending:

C. Program Income Calculation:

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

The Subrecipient agrees:

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

- , Total reimbursement through this subaward will not exceed **\$2,292,509.00**;
- , 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;
 - ψ 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:

- , 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:
 - Â Providing technical assistance, upon request from the Subrecipient;
 - Â Providing prior approval of reports or documents to be developed;
 - Â Forwarding a report to another party, i.e. CDC.
 - Â 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 after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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**SECTION D
Request for Reimbursement
revised on Dec 3, 2024**

<u>Program Name:</u> Public Health Infrastructure & Improvement	<u>Subrecipient Name:</u> Northern Nevada Public Health
<u>Address:</u> 10375 Professional Circle , Reno, Nevada 89521	<u>Address:</u> 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
<u>Subaward Period:</u> 12/01/2024 - 11/30/2027	<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
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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	\$215,211.00	\$0.00	\$0.00	\$0.00	\$215,211.00	0.00%
7. Other	\$74,763.00	\$0.00	\$0.00	\$0.00	\$74,763.00	0.00%
8. Indirect	\$208,413.00	\$0.00	\$0.00	\$0.00	\$208,413.00	0.00%
Total	\$2,292,509.00	\$0.00	\$0.00	\$0.00	\$2,292,509.00	0.00%

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

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

Authorized Signature

Title

Date

FOR DEPARTMENT USE ONLY

Is program contact required? /E Yes /E No

Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR 200.501(a).
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? X Yes /E No
3. When does your organization's fiscal year end? 6/30/2024
4. What is the official name of your organization? Northern Nevada Public Health
5. How often is your organization audited? Annually
6. When was your last audit performed? 12/27/2023
7. What time-period did your last audit cover? 7/1/2022 - 6/30/2023
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.

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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 not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

Name

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.

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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 (the "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

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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,

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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

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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.

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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.

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Section H is not applicable for this Subaward



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

Agency Ref, #: SG-2025-00759-1
Budget Account: 3234

SUBAWARD AMENDMENT # 1

Program Name: Public Health Infrastructure & Improvement Bureau of Administration Mitch Devalliere / DPBHPHII@health.nv.gov	Subrecipient 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: 12/01/2024 through 11/30/2027	Amendment Effective Date: Upon approval by all parties.

This amendment reflects a change to: ☒ Scope of Work ☐ Term ☒ Budget ☐ Funding Source

Reason for Amendment: Revision to budget to include savings from original award SG 26356 and to revise scope of work to reflect updated programmatic deliverables.

Required Changes

Current Language: Total reimbursement through this subaward will not exceed \$2,189,679.00. See Section B, C and D of the original subaward.

Amended Language: Total reimbursement through this subaward will not exceed \$2,292,509.00. See attached Section B,C revised on Dec 3, 2024.

Approved Budget Categories	Current Budget	Amended Adjustments	Revised Budget
1. Personnel	\$1,684,998.00	\$0.00	\$1,684,998.00
2. Travel	\$10,700.00	\$0.00	\$10,700.00
3. Operating	\$14,728.00	\$0.00	\$14,728.00
4. Equipment	\$5,640.00	\$0.00	\$5,640.00
5. Contractual/Consultant	\$78,056.00	\$0.00	\$78,056.00
6. Training	\$121,730.00	\$93,481.00	\$215,211.00
7. Other	\$74,763.00	\$0.00	\$74,763.00
TOTAL DIRECT COSTS	\$1,990,615.00	\$93,481.00	\$2,084,096.00
8. Indirect Costs	\$199,064.00	\$9,349.00	\$208,413.00
TOTAL APPROVED BUDGET	\$2,189,679.00	\$102,830.00	\$2,292,509.00

Incorporated Documents:

Section B: Description of Services, Scope of Work and Deliverables revised on Dec 3, 2024

Section C: Budget and Financial Reporting Requirements revised on Dec 3, 2024

Section D: Request for Reimbursement revised on Dec 3, 2024

Section E: Audit Information Request revised on Dec 3, 2024

Section F: Current or Former State Employee Disclaimer revised on Dec 3, 2024

Section G: Business Associate Addendum revised on Dec 3, 2024

Section H: Matching Funds Agreement revised on Dec 3, 2024

Exhibit A: Original Notice of Subaward and all previous amendments

By signing this Amendment, the Authorized Subrecipient Official or their designee, Bureau Chief and DPBH Administrator acknowledge the above as the new standard of practice for the above referenced subaward. Further, the undersigned understand this amendment does not alter, in any substantial way, the non-referenced contents of the original subaward and all of its attachments.

Name	Signature	Date
Chad Kingsley, District Health Officer		8.14.2025
Mitch Devalliere, Bureau Chief		

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for Dena Schmidt, Administrator, DPBH		
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Federal Award Computation		Match					
Total Obligated by this Action:	\$102,830.00	Match Required ☐ Y ☒ N	0.00%				
Cumulative Prior Awards this Budget Period:	\$2,189,679.00	Amount Required this Action:	\$0.00				
Total Federal Funds Awarded to Date:	\$2,292,509.00	Amount Required Prior Awards:	\$0.00				
		Total Match Amount Required:	\$0.00				
Research and Development ☐ Y ☒ N							
Federal Budget Period		Federal Project Period					
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 Funds: Strengthening and Sustaining Nevada's Public Health Infrastructure. Affected locations: Nevada (with	% Funds: 100.00	CFDA: 93.967	FAIN: NE11OE000076	Federal Grant Award Date by Federal Agency: 4/17/2023		
Budget Account	Category	GL	Function	Sub-org	Job Number		
3234	10	8516	NA	NA	93967A3X		
Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
	0.00						
Job Number:		Description:					

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SECTION B

**Description of Services, Scope of Work and Deliverables
revised on Dec 3, 2024**

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

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

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

ATTACHMENT A

Scope of Work and Deliverables

Washoe County Health District, 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 overall health outcomes in Washoe County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	1. 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 serve.	2a. Assess how the WCHD staff demographics compare to community demographics annually. 2b. Work with County HR to review selected job specifications to improve the public health workforce 2c. Complete health disparities organizational assessment	Annually by June 30 11/30/25 11/30/25	2a. Demographics comparison report 2b. Reviewed job descriptions 2c. Health Disparities Reduction Plan Results

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

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

ATTACHMENT A

Scope of Work and Deliverables

Washoe County Health District, 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 overall health outcomes in Washoe County.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Maintain four positions within the Health District specifically focused on health equity related goals and initiatives.	1. 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 serve.	2a. Work with County HR to review selected job specifications to improve the public health workforce 2b. Develop a capacity building plan to reduce health disparities for the health district 2c. Implement at least three strategies to reduce health disparities within the health district	Annually by June 30 11/30/27 11/30/27	2a. Reviewed job descriptions 2b. NNPH Health Disparities Reduction Plan 2c. Health Disparities Reduction Plan Report

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

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Fulfill all requirements to meet PHAB accreditation standards.	1. Submit accreditation annual reports 2. Implement at least two Quality Improvement projects to build a continuous learning organization	Annually 11/30/27	1. PHAB Annual Reports 2. QI Project Reports

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**SECTION C
Budget and Financial Reporting Requirements
revised on Dec 3, 2024**

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 NE11OE000076-01-01 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 NE11OE000076-01-01 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:	
Employee	Annual Salary	Fringe Rate	% of Time	Months	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	☒ ☒
Lead health equity efforts including internal organizational capacity building and external community engagement designed to reduce health disparities. - Yr 3							
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$95,200.35	46.00%	100.00%	12.00	100.00%	\$138,992.51	☒ ☒
Provide additional communications capacity to build and implement a Health Equity Communications Plan and increase access to accurate and actionable information in multiple formats and through a variety of communication channels designed to reduce co-morbidities of COVID-19 and address health disparities. - Yr 3							
Itzayana Montoya Adame, Community Organizer 70011250	\$84,705.20	47.00%	100.00%	12.00	100.00%	\$124,516.64	☒ ☒
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr 3							
Eva Sandoval, Community Organizer 70011251	\$84,705.20	51.00%	100.00%	12.00	100.00%	\$127,904.85	☒ ☒
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr 3							
Camarina Augusto, Health Equity Coordinator 70011181	\$100,186.00	45.00%	100.00%	12.00	100.00%	\$145,269.70	☒ ☒
Lead health equity efforts including internal organizational capacity building and external community engagement designed to reduce health disparities. - Yr 4							
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$101,218.46	45.00%	100.00%	12.00	100.00%	\$146,766.77	☒ ☒
Provide additional communications capacity to build and implement a Health Equity Communications Plan and increase access to accurate and actionable information in multiple formats and through a variety of communication channels designed to reduce co-morbidities of COVID-19 and address health disparities. - Yr. 4							
Itzayana Montoya Adame, Community Organizer 70011250	\$90,097.60	46.00%	100.00%	12.00	100.00%	\$131,542.50	☒ ☒
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. Yr. 4							

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Eva Sandoval, Community Organizer 70011251	\$90,097.60	50.00%	100.00%	12.00	100.00%	\$135,146.40	☒	☒
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr. 4								
Camarina Augusto, Health Equity Coordinator 70011181	\$108,614.15	46.00%	100.00%	12.00	100.00%	\$158,576.66	☒	☒
Lead health equity efforts including internal organizational capacity building and external community engagement designed to reduce health disparities. - Yr. 5								
Yeraldin Deavila Delacruz, Media & Communications Specialist 70011178	\$104,508.06	46.00%	100.00%	12.00	100.00%	\$152,581.77	☒	☒
Provide additional communications capacity to increase access to accurate and actionable information in multiple formats and through a variety of communication channels designed to address health disparities. - Yr. 5								
Itzayana Montoya Adame, Community Organizer 70011250	\$96,019.20	47.00%	100.00%	12.00	100.00%	\$141,148.22	☒	☒
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr. 5								
Eva Sandoval, Community Organizer 70011251	\$96,019.20	51.00%	100.00%	12.00	100.00%	\$144,988.99	☒	☒
Implement community organizing efforts to build mutually beneficial relationships with targeted community-based organizations and individuals in underserved communities to reduce health disparities. - Yr. 5								

In-State Travel						Total:	\$1,952
Destination of Trip: 3CMA Annual Conference: Las Vegas NV - YR3							
	Cost	# of Trips	# of Days	# of Staff	Total		
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$280.00	1		1	\$280.00		
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		
Per Diem: \$ per day per GSA rate for area x # 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		
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00		
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00				\$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.						\$976.00	

Destination of Trip: 3CMA Annual Conference: Las Vegas NV - Yr 4					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # of trips x # of staff	\$280.00	1		1	\$280.00

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Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00
Per Diem: \$ per day per GSA rate for area x # 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
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$0.00				\$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.					\$976.00

Out of State Travel		OSMot Days			Total:	\$8,748
Destination of Trip: NACCHO 360: Anaheim, CA - Yr. 3						
	Cost	# of Trips	# of Days	# of Staff	Total	
Airfare: cost per trip (origin & designation) x # 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	
Per Diem: \$ per day per GSA rate for area x # 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	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00	
Parking: \$ per day x # of trips x # of days x # 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					\$1,520.00	

Destination of Trip: NACCHO 360: Atlanta, GA - Yr. 4						
	Cost	# of Trips	# of Days	# of Staff	Total	
Airfare: cost per trip (origin & designation) x # of trips x # 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	
Per Diem: \$ per day per GSA rate for area x # 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	
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$50.00	1	2	4	\$400.00	

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Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$0.00				\$0.00
Parking: \$ per day x # of trips x # of days x # of staff	\$12.00	1	4	4	\$192.00
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 Annual NACCHO 360 Conference will be in the South in July 2026.					\$5,708.00

Destination of Trip: NACCHO 360: Anaheim, CA - Yr, 5					
	Cost	# of Trips	# of Days	# of Staff	Total
Airfare: cost per trip (origin & designation) x # 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
Per Diem: \$ per day per GSA rate for area x # 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
Ground Transportation: \$ per r/trip x # of trips x # of staff	\$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				\$0.00
Parking: \$ per day x # of trips x # of days x # 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 Annual NACCHO 360 conference will be on the west coast in July 2027 . - Yr. 5					\$1,520.00

Operating				Total:	\$14,728
	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	☒
Office supplies for funded positions					
Dues and Community Outreach Yr. 3	\$1,600.00	1.0	1.0	\$1,600.00	☒
Duesa 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	☒
Educational and promotional items are for education, outreach and relationship building activities with the community					
Office Supplies Yr 4	\$21.85	4.0	12.0	\$1,049.00	☒
Office supplies for funded positions					
Dues and Community Outreach Yr. 4	\$1,550.00	1.0	1.0	\$1,550.00	☒
Dues and tabling fees to allow participation in community organizations and events.					
Educational and Promotional Supplies Yr. 4	\$2,100.00	1.0	1.0	\$2,100.00	☒

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Program supplies are for educational content, community outreach and/or tabling events.					
Office Supplies - Yr. 5	\$21.73	4.0	12.0	\$1,044.00	☒
Office supplies for funded positions					
Dues and Community Outreach - Yr. 5	\$1,600.00	1.0	1.0	\$1,600.00	☒
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	☒
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
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?
Laptops and docking stations - Yr. 5	\$1,410.00	4	1	\$5,640.00	☒
Laptop refresh for 4 staff					

Contractual/Contractual and all Pass-thru Subawards				Total:	\$78,056
Type:		Name: 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) 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 the ClearPoint system and will utilize funding to continue expanding its utilization and impact.					
Budget					
Contractual		\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PM system and provide performance dashboards.					Total: \$19,352.00

<u>Type:</u>		<u>Name:</u> Health Equity Yr. 3			
<u>Method of Selection:</u> Other					
<u>Period of Performance:</u> 7/1/2025 - 10/31/2025					
<u>Scope of Work:</u> Provide technical assistance to the Health District to build organizational capacity to address health equity.					
<u>Budget</u>					
Contractual		\$5,000.00			
<u>Method of Accountability:</u> Contractor will provide a proposed scope of work with specific timelines and deliverables.					Total: \$5,000.00

Type:	Name: Clearpoint - Yr. 4
Method of Selection: Sole Source	

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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 the ClearPoint system and will utilize funding to continue expanding its utilization and impact.				
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PM system and provide performance dashboards.				Total: \$19,352.00

Type:	Name: 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 community's needs to improve health outcomes.				
Budget				
Contractual	\$3,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timelines and deliverables.				Total: \$3,000.00

Type:	Name: Graphic design and video production - 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 enhance web and social media campaigns to improve health inequities.				
Budget				
Contractual	\$12,000.00			
Method of Accountability: Contractor will provide a proposed scope of work with specific timelines and deliverables.				Total: \$12,000.00

Type:	Name: 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) 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 the ClearPoint system and will utilize funding to continue expanding its utilization and impact.				
Budget				
Contractual	\$19,352.00			
Method of Accountability: Northern Nevada Public Health will report on the utilization of the PM system and provide performance dashboards.				Total: \$19,352.00

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Training				Total:	\$215,211
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	
Forecasted conference or seminar registration to attend conferences on public health, health equity and health disparities. Also, additional health equity training for all NNPH staff. Yr. 3	\$4,000.00	1	1	\$4,000.00	
Conference registration					
District Wide Workforce Development Training- "Leading With Excellence" includes 4 half day professional development sessions for all staff. The training focuses on building the skill sets of staff to become a high-performing and engaged team. Implementation of NNPH's Workforce Development Plan is a requirement of PHAB Accreditation. Cost per attendee \$187.91 x 196 staff members= \$36,830 Yr 3	\$36,830.00	1	1	\$36,830.00	
Workforce Development training					
Forecasted conference or seminar registration to attend conferences on public health, health equity, and health disparities. Also, additional health equity training for all NNPH staff. Yr. 4	\$3,400.00	1	1	\$3,400.00	
Conference or seminar registration					
District Wide Workforce Development Training- NNPH will continue the "Leading With Excellence" series to provide all staff 4 half day professional 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 \$183.67 x 196 staff members= \$36,000 Yr. 4	\$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 professional 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 attend trainings - Yr 5					
NACCHO 360 Conference - year 3	\$1,520.00	1	1	\$1,520.00	
Funds will be utilized to attend NACCHO 360 conference to allow staff to explore forward-thinking approaches to public health, network, and share experiences and best practices across local health departments. \$1,520 for travel for year 3					
Professional Development	\$91,961.00	1	1	\$91,961.00	
Funds will support professional development opportunities aimed at equipping the NNPH team with the latest research, strategies, and best practices in public health. These training experiences will foster a deeper understanding of the complex health issues facing communities and help implement innovative solutions, ultimately leading to more effective interventions and improved public health outcomes. \$91,961 for Other Professional Development					

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Other				Total:	\$74,763
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect
Other	\$12,000.00	1	1	\$12,000.00	☒
Yr 3 Public Health Accreditation Board Fee. Annual accreditation fee					
Other	\$416.60	1	12	\$5,000.00	☒
Yr 3 - Advertisement expenses to include professional printing, purchasing graphics, etc.					
Other	\$3,500.00	1	1	\$3,500.00	☒
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 local communities to reduce health inequities.					
Other	\$119.00	3	1	\$357.00	☒
Yr 3 - Canva Subscription for 3 FTE. Communications platform used to complete program activities.					
Other	\$55.00	1	12	\$660.00	☒
Yr 3 - Adobe Creative Cloud. Communications platform utilized for graphic design					
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	☒
Yr 3 Copier/printer charges to complete day to day business					
State Phone Line	\$10.00	4	12	\$480.00	☒
Yr 3 - Vonage phone lines. Phones lines utilized by funded positions					
Other	\$90.00	2	12	\$2,160.00	☒
Yr 3 - Cell phones utilized by funded staff to include hot spot to support internet access needs in the field and at community events.					
Other	\$12,000.00	1	1	\$12,000.00	☒
Yr 4 - The PHAB accreditation is an annual fee that supports NNPH in their delivery of essential public health services and helps the organization drive performance, and accountability and create strong infrastructure.					
Other	\$416.60	12	1	\$5,000.00	☒
Yr 4 - Advertising (social, TV, radio, print). Advertisement expenses to include professional printing, purchasing graphics, etc.					
Other	\$3,000.00	1	1	\$3,000.00	☒
Yr 4 - Community Coalition Participation Stipend. Community Coalition Stipends are to encourage Community-Based Organizations' participation in NNPH's Community Coalition which aims to leverage the talents, resources, and perspectives of local communities to reduce health inequities.					
Other	\$2,400.00	1	1	\$2,400.00	☒
Yr 4 - Community Health Assessment Focus Group Participation Incentives. Incentives will be provided to focus group participants to compensate individuals for contributing to the research assessment of community health needs.					
Other	\$48.00	2	3	\$288.00	☒
Yr 4 - MiFi Hotspot. Cell phone costs and MiFi cards include cellular hot spots to support internet access needs in the field and at community events and community health assessment outreach.					
Other	\$119.00	1	1	\$119.00	☒
Yr 4 - Canva Subscription for 3 FTE. Platform used for communications to complete program activities.					
Other	\$55.00	1	12	\$660.00	☒
Yr 4 - Adobe Creative Cloud. For communications team to use for press releases and graphic design.					

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Copier/Printer Lease	\$100.00	1	12	\$1,200.00	☒
Yr 4 Copier/Lease charges for day to day activities.					
State Phone Line	\$10.00	4	12	\$480.00	☒
Yr 4 - Vonage phones for funded staff for day to day operations					
Other	\$75.00	1	12	\$900.00	☒
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	☒
Yr 5 - The PHAB accreditation is an annual fee that supports NNPH in their delivery of essential public health services and helps the organization drive performance, and accountability and create strong infrastructure.					
Other	\$416.60	1	12	\$5,000.00	☒
Yr 5 - Advertising (social, TV, radio, printing, purchasing graphics). Advertising costs to promote health equity					
Other	\$3,000.00	1	1	\$3,000.00	☒
Yr 5 - Community Coalition Stipends are to encourage Community-Based Organizations' participation in NNPH's Community Coalition which aims to leverage the talents, resources, and perspectives of local communities to reduce health inequities.					
Other	\$119.00	1	1	\$119.00	☒
Yr 5 - Canva Subscription. Communications platform used by the team to complete program activities.					
Other	\$55.00	1	12	\$660.00	☒
Yr 5 - Adobe Creative Cloud. For communications staff to use for press releases and graphic design					
Copier/Printer Lease	\$100.00	1	12	\$1,200.00	☒
Yr 5 Copier and printer charges for daily activities					
State Phone Line	\$10.00	4	12	\$480.00	☒
Yr 5 - Vonage phone lines. Phones lines for daily activities					
Other	\$75.00	1	12	\$900.00	☒
Yr 5 - Cell phones costs include cellular hot spots to support internet access needs in the field and at community events.					

TOTAL DIRECT CHARGES	\$2,084,096
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Indirect Charges	Indirect Rate:	10.0%	\$208,413
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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, sub-awards, 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	\$2,292,509
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Form 2

Applicant Name: Northern Nevada Public Health

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	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST		\$2,292,509.00							\$2,292,509.00

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		\$215,211.00							\$215,211.00
Other Expenses		\$74,763.00							\$74,763.00
Indirect		\$208,413.00							\$208,413.00
TOTAL EXPENSE		\$2,292,509.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,292,509.00
These boxes should equal 0		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Indirect Cost		\$208,413.00							Total Agency Budget
								Percent of Subrecipient Budget	100.00%

B. Explain any items noted as pending:

C. Program Income Calculation:

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

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

The Subrecipient agrees:

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

- Total reimbursement through this subaward will not exceed **\$2,292,509.00**;
- 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:

- 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.
- 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 after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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**SECTION D
Request for Reimbursement
revised on Dec 3, 2024**

Program Name: Public Health Infrastructure & Improvement	Subrecipient Name: Northern Nevada Public Health
Address: 10375 Professional Circle , Reno, Nevada 89521	Address: 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
Subaward Period: 12/01/2024 - 11/30/2027	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

(must be accompanied by expenditure report/back-up)

Month(s)	Calendar Year
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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	\$215,211.00	\$0.00	\$0.00	\$0.00	\$215,211.00	0.00%
7. Other	\$74,763.00	\$0.00	\$0.00	\$0.00	\$74,763.00	0.00%
8. Indirect	\$208,413.00	\$0.00	\$0.00	\$0.00	\$208,413.00	0.00%
Total	\$2,292,509.00	\$0.00	\$0.00	\$0.00	\$2,292,509.00	0.00%

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

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

Authorized Signature	Title	Date
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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):

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year?

☒ Yes ☐ No

3. When does your organization's fiscal year end?

6/30/2024

4. What is the official name of your organization?

Northern Nevada Public Health

5. How often is your organization audited?

Annually

6. When was your last audit performed?

12/27/2023

7. What time-period did your last audit cover?

7/1/2022 - 6/30/2023

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.

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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 not receiving retirement benefits under the Public Employees' Retirement System (PERS) during the duration of the subaward.

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

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

Name

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.

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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

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- 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,

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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

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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.

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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.

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Section H is not applicable for this Subaward

