



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

Agency Ref, #: SG-2026-00236
Budget Account: 3214

NOTICE OF SUBAWARD

Program Name: Women Infants & Children (WIC) Office of Child, Family and Community Wellness Kareen Filippi / kfilippi@health.nv.gov	Subrecipient's Name: Northern Nevada Public Health Kelli Goatley-Seals / kseals@nnph.org
Address: 4150 Technology Way Carson City, Nevada 89706	Address: 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845
Subaward Period: 2025-10-01 through 2026-09-30	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q UEI #: GPR1NY74XPQ5
Purpose of Award: Provide staffing and supportive services to the Women, Infants and Children operations. Funding of this subaward is contingent upon availability of funds through any Continuing Resolution.	
Region(s) to be served: Y Statewide L Specific county or counties: Washoe County	
Approved Budget Categories	
1. Personnel	\$1,357,861.00
2. Travel	\$392.00
3. Operating	\$42,087.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$900.00
7. Other	\$9,163.00
TOTAL DIRECT COSTS	\$1,410,403.00
8. Indirect Costs	\$139,237.00
TOTAL APPROVED BUDGET	\$1,549,640.00

Terms and Conditions:
In accepting these grant funds, it is understood that:
The subrecipient shall be responsible for the timely submission of all required reports and documentation to the grant administrator. The subrecipient shall maintain accurate records of all expenditures and ensure that all funds are used in accordance with the approved budget and the terms of the award. The subrecipient shall be responsible for the timely submission of all required reports and documentation to the grant administrator. The subrecipient shall maintain accurate records of all expenditures and ensure that all funds are used in accordance with the approved budget and the terms of the award. The subrecipient shall be responsible for the timely submission of all required reports and documentation to the grant administrator. The subrecipient shall maintain accurate records of all expenditures and ensure that all funds are used in accordance with the approved budget and the terms of the award.

Incorporated Documents:

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

Name	Signature	Date
Chad Kingsley, District Health Officer		
Vickie Ives, Bureau Chief		
for Dena Schmidt Administrator, DPBH		

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Federal Award Computation			Match		
Total Obligated by this Action:	\$1,549,640.00	Match Required Y Y L N	0.00%		
Cumulative Prior Awards this Budget Period:	\$0.00	Amount Required this Action:	\$0.00		
Total Federal Funds Awarded to Date:	\$1,549,640.00	Amount Required Prior Awards:	\$0.00		
		Total Match Amount Required:	\$0.00		
Research and Development Y Y L N					
Federal Budget Period			Federal Project Period		
10/1/2023 through 9/30/2026			10/1/2023 through 9/30/2026		
FOR AGENCY USE ONLY					
FEDERAL GRANT #: 7NV700NV7	Source of Funds: WIC Program- Fiscal Year (FY) 2026 Base Grants	% Funds: 100.00	CFDA: 10.557	FAIN: 7NV700NV7	Federal Grant Award Date by Federal Agency: 10/26/2023
Budget Account	Category	GL	Function	Sub-org	Job Number
3214	45	8516	0	0	1055726A

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Scope of work is an attached document shown below

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SECTION B

Description of Services, Scope of Work and Deliverables

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

Scope of Work for Northern Nevada Public Health

Primary Goal: Provide consistent, safe and courteous operations of WIC approved services.

Objective	Activities	Due Date	Documentation Needed
1. 1. General Operations	<p>“Comply with the fiscal and operational requirements prescribed by the State of Nevada WIC Program pursuant to 7CFR part 246, 7CFR part 3016, the debarment and suspension requirements of 7 CFR part 3017, if applicable, the lobbying restrictions of 7 CFR part 3018, and FNS guidelines and instructions.</p> <p>“Have at least one Competent Professional Authority (CPA) that has successfully completed the mandatory State training on staff at the local agency, that possesses the necessary skills to perform certification procedures.</p> <p>“Provide nutrition education services to participants, in compliance with 7CFR part 246.11 and FNS guidelines and instructions.</p> <p>“Inform and facilitate the delivery of appropriate health services to WIC participants.</p> <p>“Subgrantee shall submit to the State WIC Office on an annual basis their Local Agency Nutritional Services Plan with their equipment inventory and current laboratory certification, no later than September 30th. Failure to comply may result in funding delays.</p> <p>“Prohibit discrimination against persons based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity, and compiles data, maintains records and submits reports as required to permit effective enforcement of nondiscrimination laws. Prohibit drug use, alcohol use, and smoking in State WIC facilities where WIC functions are carried out.</p>	09/30/2026	<p>“Have current written agreements in place with health care providers (if applicable).</p> <p>“Maintain and have available for review, audit, and evaluation all criteria used for certification.</p> <p>“Maintain complete, accurate current documentation that accounts for program funds received and expended.</p> <p>“Maintain comprehensive internal control procedures to ensure proper funds management and separation of duties when determining eligibility and issuing benefits.</p> <p>“Maintain a computer back-up system that duplicates all record transactions on a daily basis, transmit transfer files daily.</p>
2. 2. Clinic Operations to include staff, facilities and equipment	<p>“The subgrantee shall operate clinic(s) in accordance with the State WIC Policy and Procedure Manual and 7CFR Part 246, incorporated herein by reference as if set forth in full, subject to coordination and supervision of the State WIC Office.</p> <p>“Facilities:</p> <p>o Privacy: Subgrantee shall make provisions to ensure clinic space provides privacy and confidentiality for applicants during application and individual nutritional education procedures.</p>	09/30/2026	<p>“Have current written agreements in place with health care providers (if applicable).</p> <p>“Maintain and have available for review, audit, and evaluation all criteria used for certification.</p> <p>“Maintain complete, accurate current documentation that accounts for program funds received and expended.</p> <p>“Maintain comprehensive internal control procedures to ensure proper funds management and separation of duties when</p>

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o Operating Hours: Full-time clinics shall remain open for participant services for a minimum of eight hours daily. Agencies are encouraged to provide staff to cover during the lunch period and consider providing services prior to 8 AM and after 5 PM or on Saturday to meet the needs of participants receiving WIC benefits.

~~A~~Staff:

o Personnel Assigned: All staff changes must be preapproved. Terminations, replacements, or additions will be submitted to the State WIC Office prior to occurrence. The submitted information must include, at a minimum, staff title, rate of pay, and role duties. A pre-approval submission must be submitted, regardless of change in the pre-approved budget.

o The WIC Director/manager or designated Local Agency personnel must notify the State WIC Office of any permanent changes with staff/staffing by completing the WIC Systems Application (WSA) and submitting it to WICGeneral@health.nv.gov.

o Personnel Assigned: Terminations, replacements or additions will be reported to the State WIC Office within seventy-two (72) hours of occurrence, and include affected employees work location, position and work telephone number.

o Training: Subgrantee shall provide, or cause to be provided, training in accordance with State WIC program objectives and Value Enhanced Nutritional Assessment (VENA) guidance, for each appropriate WIC staff member during the term of this subgrant and will document such training. Training shall ensure that staff works toward meeting the six competency areas for WIC nutrition assessment; (1) principles of life-cycle nutrition; (2) nutrition assessment process; (3) anthropometric and hematological data collection; (4) communication; (5) multicultural awareness; (6) critical thinking.

~~A~~Budget:

o Subgrantee must submit to the State WIC Office for pre-approval an Authorization to Purchase prior to any purchases of non-budgeted / awarded items.

~~A~~Program Reviews:

o At least once every two years the Subgrantee's clinical operations, fiscal management, and food delivery systems will be monitored for compliance with State and Federal regulations, rules, and policies. The Subgrantee must make all requested documents available.

o Upon notification of the program review results, the Subgrantee must submit a Corrective Action Plan (CAP) to address all areas of attention; defined as not being in compliance with a policy as written in the WIC Policy and Procedure Manual, guidance provided from the State WIC Office (SO), such as In-Service guidance, guidance provided during trainings from the SO, email guidance from the SO, or Memorandum guidance from the SO, 7CFR part 246, 7CFR part 3016, the debarment and suspension requirements of 7 CFR part 3017, if applicable, the lobbying restrictions of 7 CFR part 3018, and FNS guidelines and instructions. If repeat and/or immediate areas of attention are found, additional corrective action will be determined and implemented by the Local Agency WIC Director in compliance with the SO, including but not limited to program and program corrective action which may include programmatic reviews, regular meetings,

determining eligibility and issuing benefits.

~~A~~Maintain a computer back-up system that duplicates all record transactions on a daily basis, transmit transfer files daily.

~~A~~Any change in clinic location, including the opening of a new clinic, must be approved in writing by the State WIC Office at least 60 days prior to the change in clinic location. A copy of the proposed lease must be forwarded to the State WIC Office for review prior to execution.

~~A~~Laboratory Registration: All metropolitan area subgrantees must register all clinics with the United States Department of Health and Human Services in accordance with 42 CFR part 493 and with the Nevada Bureau of Health Care Quality and Compliance in accordance with Nevada Administrative Code 652. Rural clinics will make arrangements with nurses in their respective counties to perform hemoglobin tests in accordance with policy #CT: 13 of the State WIC Policy and Procedure Manual.

~~A~~Equipment: All property purchased with funds provided by the State WIC program pursuant to this subgrant that are not fully consumed in performance of this subgrant shall be the property of the State WIC program.

~~A~~Inventory: Equipment having a useful life over one year purchased using WIC funds, will be inventoried, and reported annually, with clinic plan, to the State WIC Office prior to September 30th of the current subgrant year. The inventory list shall include date of purchase, cost, clinic location, and if available, State of Nevada inventory tag number and/or subgrantee inventory tag number.

~~A~~Loss: Subgrantee shall be responsible for all equipment purchased with funds provided by State WIC, insuring that said equipment is maintained in good repair and working order. In the event of loss of said equipment, due to theft or disaster, Subgrantee shall replace such equipment with equipment of like value at Subgrantee expense.

~~A~~Purchase: Equipment purchases, and all purchases of computer software and hardware must receive prior written approval from the State WIC Office by completing an Authorization to Purchase.

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	and additional oversight, as needed.		
3. 3. Records Retention	<p>USDA and Nevada WIC Program through any authorized representative shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed by subgrantee pursuant to this subgrant at the premises where such work is performed or where subgrantee records are maintained. Subgrantee shall provide reasonable facilities and assistance for the safety and convenience of WIC program representatives in the performance of their duties pursuant to this section.</p> <p>Conflict of Interest: Subgrantee shall ensure that no conflict of interest exists or arises between the subgrantee, or people employed by or associated with the subgrantee and any authorized vendor within or outside the State of Nevada. Local Agency staff members must sign a conflict-of-interest statement upon employment and once every year within 30 days of each Federal Fiscal Year (October 1-October 30). The statement must be updated throughout the fiscal year as staff members inform managers that they, a relative, or a close friend, is applying for or is receiving WIC benefits, or Breastfeeding Peer Counselor program benefits. Failure to comply with the terms of the Nevada WIC Program Conflict of Interest Policy may result in the employee being subject to appropriate discipline or corrective action, including dismissal.</p>	09/30/2026	<p>Administrative Files: Subgrantee shall maintain and have available for program review and audit all administrative files pertaining to its WIC clinic operations for a minimum of six (6) years from the date of termination of the subgrant or until all discrepancies relating to audit findings are resolved, whichever occurs later.</p> <p>Fiscal Records: Subgrantee shall maintain all fiscal records and books constituting the basis for submission of reimbursement requests, including records and books supporting indirect rates, for a period of five (5) years from the date of termination of the subgrant or until any discrepancies related to audit findings are resolved, whichever occurs last</p>
4. 4. Discrimination	<p>The Local Agency must maintain an updated list of employees receiving WIC benefits while employed at the agency, and an updated list of relatives and close friends of employees receiving WIC benefits. The lists must be updated anytime a supervisor or manager is notified that a relative or friend is applying or receiving benefits. The lists must be reviewed quarterly to maintain program integrity.</p> <p>Data Collection: Subgrants shall comply with Federal Nutritional Services (FNS) requirements for the collection of racial and ethnic participation data.</p> <p>Translation Services: Subgrantee shall take all reasonable steps to ensure that WIC program information and nutrition education materials and services are available in the appropriate language to non-English or limited-English speaking persons or hearing and speech impaired. Subgrantee must ensure that bilingual staff are qualified and competent as interpreters and/or translators. The subgrantee must inform participants of the availability of free language assistance or other aids and services. Subgrantee must utilize USDA's Speak Statements for frontline staff to identify the languages of persons with limited English proficiency. Employment: Subgrantee shall state in all solicitation or advertisements for employees placed by or on behalf of subgrantee that all applicants for employment shall receive consideration regardless of race, color, national origin, sex (including gender identity and sexual orientation, disability, age, or prior civil rights activity).</p> <p>Subgrantee must comply with the nondiscrimination assurances required by FNS Instruction 113-1 and Form FNS-339</p>	09/30/2026	<p>Notice and Opportunity for Hearing: Subgrantee shall comply with FNS requirements for public notification of nondiscrimination policy. The subgrantee shall provide all participants with notice and an opportunity to file a civil rights complaint. Subgrantee shall refer all applicants, eligible recipients or participants wishing to file a program discrimination complaint to complete a Form AD-3027, USDA Program Discrimination Compliant Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/USDAOASCR%20P-Complaint-Form-0508-0002-508-11-28-17Fax2Mail.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by: o Mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410; or o Fax: (833) 256-1665 or (202) 690-7442; or o Email: Program.intake@usda.gov</p>

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Goal: Growth and advancement

Objective	Activities	Due Date	Documentation Needed
1. 1. Caseload and Funding	<p>The subgrantee agrees to provide the level of service to an estimated 37,164 yearly participants, while maintaining at least 60% staffing levels, at a maximum allowable reimbursement award for the executed total obligation amount. Adjustments may be necessary to the estimated caseload and staffing levels which may have the result of increasing or decreasing future awards.</p> <p>The subgrantee agrees to monthly reimbursements that are based on actual costs to provide services.</p> <p>In consideration of subgrantees performance of all required services and fulfillment of all obligations pursuant to this subgrant, the WIC program agrees to pay monthly to subgrantee an amount for WIC services, the total not to exceed the total approved budget, subject to any amendment of funding. The State WIC program will provide subgrantee with EBT cards, specialty infant formula (when approved), certification and nutrition education materials and technical support as necessary.</p>	09/30/2026	<p>A mid-term participant, staffing level, and funding review will be conducted by the State WIC Office of the subgrant year for the purpose of evaluating expenditures and caseload to ensure appropriate Local Agency operations and client services.</p> <p>A Maximum subgrant amount is subject to approval by the Administrator of the Nevada Division of Public and Behavioral Health and that amount is based upon the approved line-item budget (Section C. Budget and Financial Reporting).</p>

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

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to:
 "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 7NV700NV7 from WIC Program- Fiscal Year (FY) 2026 Base Grants. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor WIC Program- Fiscal Year (FY) 2026 Base Grants."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 7NV700NV7 from WIC Program- Fiscal Year (FY) 2026 Base Grants.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs				including fringe		Total: \$1,357,861.00	
<u>Employee</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	<u>Subject to Indirect? Fringe Salary</u>
Human Services Support Specialist II, Position Control #: 70002306 Jacqueline Chaidez	\$85,623.08	64.10%	100.00%	12.00	100.00%	\$140,507.47	L L
Provides direct client services including collection of anthropometric data and hemoglobin, nutrition assessment and education, and breastfeeding support and education. In addition, the position may participate in outreach activities and be responsible for covering front office tasks when needed.							
Office Specialist Position Control #: 70002144 Julio Pech-Garcia	\$76,830.75	59.87%	100.00%	12.00	100.00%	\$122,829.32	L L
Position provides front office support, including scheduling, phones, client check in and benefits troubleshooting.							
Registered Dietitian Nutritionist Position Control #: 70002221 Kelcie Atkin	\$103,847.43	54.19%	100.00%	12.00	100.00%	\$160,122.35	L L
Position provides direct client services for high-risk clients and oversees one WIC clinic, including supervising staff, scheduling, and day to day operations.							
Public Health Supervisor Position Control #: 70002288 Kelli Goatley-Seals	\$133,416.10	51.36%	42.37%	12.00	100.00%	\$85,561.39	L L
Position oversees WIC program, including reporting, personnel, budget, policy and procedure.							
Office Specialist Position Control #: 70002122 Lilia Sandoval Huffman	\$77,680.75	57.31%	100.00%	12.00	100.00%	\$122,199.59	L L
Position provides front office support, including scheduling, phones, client check in and benefits troubleshooting.							
Intermittent Hourly Registered Nurse Position Control #: 70000163 Lisa Thomas Wilson	\$82,934.80	1.75%	20.00%	12.00	100.00%	\$16,877.23	L L
Position provides IBCLC consultations.							

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Office Specialist Position Control #: 70002143 Maria Mendoza	\$76,680.75	59.90%	100.00%	12.00	100.00%	\$122,612.52	L . . . L
Position provides front office support, including scheduling, phones, client check in and benefits troubleshooting.							
Human Services Support Specialist I, Position Control #: 70002307 Nicole Drisdale	\$61,849.44	38.38%	100.00%	12.00	100.00%	\$85,587.26	L . . . L
Provides direct client services including collection of anthropometric data and hemoglobin, nutrition assessment and education, and breastfeeding support and education. In addition, the position may participate in outreach activities and be responsible for covering front office tasks when needed.							
Human Services Support Specialist II Position Control #: 70002308 Rocio Alvarez	\$69,157.31	63.67%	100.00%	12.00	100.00%	\$113,189.77	L . . . L
Provides direct client services including collection of anthropometric data and hemoglobin, nutrition assessment and education, and breastfeeding support and education. In addition, the position may participate in outreach activities and be responsible for covering front office tasks when needed.							
Human Services Support Specialist I Position Control #: 70002167 Julieta Gallardo	\$62,961.44	55.90%	100.00%	12.00	100.00%	\$98,156.89	L . . . L
Provides direct client services including collection of anthropometric data and hemoglobin, nutrition assessment and education, and breastfeeding support and education. In addition, the position may participate in outreach activities and be responsible for covering front office tasks when needed.							
Registered Dietitian Nutritionist Position Control #: 70002220 Sunita Monga	\$118,257.14	47.14%	100.00%	12.00	100.00%	\$174,003.56	L . . . L
Position provides direct client services for high-risk clients and oversees one WIC clinic, including supervising staff, scheduling, and day to day operations.							
Int Hourly Community Health Aide, Position Control #: 70007279 Benjaman (Frank) Cauble	\$56,472.00	1.75%	20.00%	12.00	100.00%	\$11,492.05	L . . . L
Position provides coverage when there is a vacancy, staff are on leave, or caseload increases. Funding from another source (local funds) along with WIC grant funding are used to fund this position.							
Human Services Support Specialist I, Position Control #: 70002309 Allan Sanchez Ramirez	\$62,739.04	55.94%	100.00%	12.00	100.00%	\$97,835.26	L . . . L
Provides direct client services including collection of anthropometric data and hemoglobin, nutrition assessment and education, and breastfeeding support and education. In addition, the position may participate in outreach activities and be responsible for covering front office tasks when needed.							
Community Health Worker Position Control #: 700011254 Marisol Martinez	\$63,752.00	52.75%	1.18%	12.00	100.00%	\$1,149.10	L . . . L
Position provides outreach, recruitment and retention support for WIC clients. Funding from another source (local funds) along with WIC grant funding are used to fund this position.							

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Int Hrlly Office Specialist, Position Control #: 700012325 Araceli Hernandez	\$57,824.00	1.75%	9.75%	12.00	100.00%	\$5,736.50	L
Position provides coverage when there is a vacancy, staff are on leave, or caseload increases. Funding from another source (local funds) along with WIC grant funding are used to fund this position.							

In-State Travel						Total:	\$392.00
Destination of Trip: Incline Village, NV and Reno, NV							
	Cost	# of Trips	# of Days	# of Staff	Total		
Cost of travel: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		
Food: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0.00				\$0.00		
Other: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$49.00	8		1	\$392.00		
Other: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00		
0.70 x 70 miles x 1x 8= \$392 Mileage for staff to travel to/from Incline Village if/when in-person visits are needed. Mileage for local WIC business (i.e. travel between 9th St and Moana WIC locations, travel to meetings/trainings, etc.).							\$392.00

Out of State Travel	OSMot Days	Total:	\$0.00
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Operating					Total:	\$42,087.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Office Supplies	\$10.00	10.0	12.0	\$1,200.00	L	
Office supplies are items required to meet the standard day to day operations of the clinic						
Operating Medical Supplies	\$300.00	1.0	12.0	\$3,600.00	L	
Medical supplies are items required to meet the standard day to day operations of the clinic and includes, but not limited to: masks & other PPE for staff/clients, cleaning supplies/services, supplies for Hemopoint Alere machines, etc.						
Rent (\$3071 per mo rent for Moana site)	\$3,071.00	1.0	9.0	\$27,639.00	Y	
Rent is for the clinic located on Moana. The current rent amount per the 5-year contract expiring 6/30/26 is \$3071/month. Half of the rent is charged to grant as the other 50% is provided in-kind. There is currently no rental space required for providing Incline Village services.						
Rent (July-Sept 2026)	\$3,216.00	1.0	3.0	\$9,648.00	Y	

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Rent is for the clinic located on Moana. The current rent amount per the 5-year contract expiring 6/30/26 is \$3071/month. Half of the rent is charged to grant as the other 50% is provided in-kind. There is currently no rental space required for providing Incline Village services.

Equipment	Total:	\$0.00
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Contractual/Contractual and all Pass-thru Subawards	Total:	\$0.00
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Training				Total:	\$900.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	
Seminars/trainings	\$60.00	15	1	\$900.00	
Meetings and seminars is to provide ongoing training opportunities to licensed and non-licensed staff to keep skills up to date and build new skills and knowledge. Depending on opportunity may include in-person or virtual trainings.					

Other				Total:	\$9,163.00
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect
Copier/Printer Lease	\$275.00	1	12	\$3,300.00	L
Justification: Copier/printer is required for normal office operations. Cost includes monthly rental of the unit (\$86.67/mo per copier) plus printing costs (\$.0065 per B/W; \$.065 per color copy).					
Other	\$100.00	1	1	\$100.00	L
Justification: Employee Medical / Fit testing: Includes any required medical expenses such as TB testing for new employees, fit testing for masks, etc.					
Other	\$75.00	9	1	\$675.00	L
Justification: Licenses, permits & lab certs: Includes costs for any initial or renewals for required licenses, laboratory certifications or permits for staff					
Postage	\$50.00	1	12	\$600.00	L
Justification: Includes price of stamps and postage to mail items (i.e. educational materials) to WIC participants					
Other	\$200.00	1	12	\$2,400.00	L
Justification: Includes Vonage phone lines for each staff person (full-time and intermittent hourly) and front office line and business box lines (20 lines x \$10/mo).					
Printing Services	\$150.00	1	12	\$1,800.00	L
Justification: Printing					
Other	\$24.00	1	12	\$288.00	L
Justification: WIC Outreach					

TOTAL DIRECT CHARGES	\$1,410,403.00
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Indirect Charges	Indirect Rate:	10.1%	\$139,237.00
Indirect Methodology: Indirect Methodology: Indirect is 8% of all direct expenses. NNPH has an indirect cost rate proposal (documentation included) of 24.3%, but permissions have been given to apply a lower rate at 10.14%.			

TOTAL BUDGET	\$1,549,640
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DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Applicant Name: Northern Nevada Public Health

Form 2

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Women Infants & Children (WIC)	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$1,549,640.00								\$1,549,640.00

EXPENSE CATEGORY

Personnel	\$1,357,861.00								\$1,357,861.00
Travel	\$392.00								\$392.00
Operating	\$42,087.00								\$42,087.00
Equipment	\$0.00								\$0.00
Contractual/Consultant	\$0.00								\$0.00
Training	\$900.00								\$900.00
Other Expenses	\$9,163.00								\$9,163.00
Indirect	\$139,237.00								\$139,237.00
TOTAL EXPENSE	\$1,549,640.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$1,549,640.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$139,237.00	Total Agency Budget							\$1,549,640.00
Percent of Subrecipient Budget									100.00%

B. Explain any items noted as pending:

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C. Program Income Calculation:

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< ***** within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**

< ***** the program upon termination of this agreement.

< ***** State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

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 \$1,549,640.00;
- < ***** 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;
Subrecipient will submit monthly backup documentation of all expenditures of requested reimbursement such as receipts and monthly services with RFR's; 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 additional information as it becomes available
- < ***** 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. Agencies will be monitored via fiscal reviews every two years.
- < ***** 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 in the Notice of Subaward, provided the termination shall not be effective until 30 days after the date of termination. 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**

Program Name: Women Infants & Children (WIC)	Subrecipient Name: Northern Nevada Public Health
Address: 4150 Technology Way, Carson City, Nevada 89706	Address: 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
Subaward Period: 10/01/2025 - 09/30/2026	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	\$1,357,861.00	\$0.00	\$0.00	\$0.00	\$1,357,861.00	0.00%
2. Travel	\$392.00	\$0.00	\$0.00	0.0000	\$392.00	0.00%
3. Operating	\$42,087.00	\$0.00	\$0.00	\$0.00	\$42,087.00	0.00%
4. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
5. Contractual/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
6. Training	\$900.00	\$0.00	\$0.00	\$0.00	\$900.00	0.00%
7. Other	\$9,163.00	\$0.00	\$0.00	\$0.00	\$9,163.00	0.00%
8. Indirect	\$139,237.00	\$0.00	\$0.00	\$0.00	\$139,237.00	0.00%
Total	\$1,549,640.00	\$0.00	\$0.00	\$0.00	\$1,549,640.00	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 I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties.

Authorized Signature

Title

Date

FOR DEPARTMENT USE ONLY

Is program contact required? ☐ Yes ☐ No

Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

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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 by an independent accounting firm.
☐ Yes ☐ No
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ Yes ☐ No
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time-period did your last audit cover? - _____
8. Which accounting firm conducted your last audit? _____

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

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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 | <input checked="" type="radio"/> | If YES, list the names of any current or former employees of the State and the services that each person will perform. |
| NO | <input type="radio"/> | 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