



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

Agency Ref, #: SG-2025-00796
 Budget Account: 3219

NOTICE OF SUBAWARD

Program Name: Epidemiology Office of Office of State Epidemiology Susan McElhany / smcelhany@health.nv.gov	Subrecipient's Name: Northern Nevada Public Health Irene Dominguez / idominguez@nnph.org
Address: 500 Damonte Ranch Pkwy Ste 657 Reno, Nevada 89521	Address: 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845
Subaward Period: 2025-01-01 through 2025-12-31	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q UEI #: GPR1NY74XPQ5

Purpose of Award: To fund activities for the prevention and control of Mycobacterium tuberculosis as stated in the Nevada Administrative Code (NAC 441A) and Nevada Revised Statutes (NRS 441A) and the CDC Division of Tuberculosis Elimination Cooperative Agreement.

Region(s) to be served: Y Statewide L Specific county or counties: Washoe County

Approved Budget Categories

1. Personnel	\$95,504.00
2. Travel	\$39.00
3. Operating	\$3,450.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$0.00
7. Other	\$100.00
TOTAL DIRECT COSTS	\$99,093.00
8. Indirect Costs	\$9,906.00
TOTAL APPROVED BUDGET	\$108,999.00

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 grant activities and expenditures. The subrecipient shall ensure that all grant funds are used for the purposes specified in the award agreement. 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 grant activities and expenditures. The subrecipient shall ensure that all grant funds are used for the purposes specified in the award agreement.

Incorporated Documents:

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

Name	Signature	Date
Chad Kingsley, MD, District Health Officer		
Kagan Griffin, Bureau Chief		
for Cody Phinney Administrator, DPBH		

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Federal Award Computation		Match				
Total Obligated by this Action:	\$108,999.00	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:	\$108,999.00	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			
1/1/2025 through 12/31/2025			1/1/2025 through 12/31/2029			
FOR AGENCY USE ONLY						
FEDERAL GRANT #: 1 NU52PS910270-01-00	Source of Funds: Nevada Tuberculosis Prevention and Elimination and Laboratory Program		% Funds: 100.00	CFDA: 93.116	FAIN: NU52PS910270	Federal Grant Award Date by Federal Agency: 12/19/2024
Budget Account	Category	GL	Function	Sub-org	Job Number	
3219	14	8516	0	0	9311625	

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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: Goal 1. Improved TB Case Detection

Objective	Activities	Due Date	Documentation Needed
1. 1.1: Through December 31, 2025, the Subrecipient will identify, track, and report all individuals with suspected or confirmed active tuberculosis (TB) disease and latent tuberculosis infection (LTBI) in children less than two (2) years of age.	1.1.1 Report 100% of all confirmed TB disease cases and LTBI cases in children less than 2 years of age through the Report of Verified Case of Tuberculosis (RVCT) in the EpiTrax electronic surveillance system within seven (7) days of the confirmation of disease status. 1.1.2 Conduct testing and evaluation for 100% of reported pediatric LTBI cases and potential source contacts (reverse case investigation) in children less than 2 years of age with LTBI, as recommended by the Centers for Disease Control and Prevention (CDC). 1.1.3 Through Electronic Disease Notification (EDN) Follow-Up Worksheets and active TB case contact investigation information, perform evaluation on individuals with a high risk of TB disease or TB infection.	12/31/2025	RVCT data entry in EpiTrax (Note: all data fields do not need completion by 7 days after confirmation of disease; initiation of the RVCT report is required); LTBI reports in EpiTrax; Contact Investigation reports; EDN Follow-up Worksheets; Aggregate Reports for Program Evaluation (ARPE), due 3/30/25

Goal: Goal 2. Improved TB Case Management and Treatment (Note: TB grant funds may not be used for medication or inpatient treatment)

Objective	Activities	Due Date	Documentation Needed
1. 2.1: Through December 31, 2025, the Subrecipient will maintain a 95% rate for Completion of Treatment within 12 months for patients with TB disease diagnosis, as case appropriate.	2.1.1 Establish partnerships with outside agencies and community providers to communicate case management and treatment status. 2.1.2 Utilize DOT (Directly Observed Therapy) and VDOT (Virtual DOT) to assist with TB case treatment adherence. 2.1.3 Utilize and provide incentives and enablers to assist with the evaluation, testing, and treatment completion for TB disease. 2.2.1 Assess the adequacy and appropriateness of therapy for each patient by reviewing the initial regimen, drug levels, susceptibility results, adherence, and response to therapy. 2.3.1 Report MDR TB confirmed or suspected cases to DPBH TB program within five (5) days to inform and coordinate consultation for the treatment of MDR TB, molecular drug susceptibility, or complex laboratory cases from the Centers of Excellence (COE), if necessary.	12/31/2025	RVCT in EpiTrax; Incentives and enablers of fiscal records/tracking; Correspondence with laboratory; Curry TB Center of Excellence Warmline Reports; MDR TB CDC molecular test reports; Annual TB Program Report (due 7/15/25 or subject to change); TB Interjurisdictional Notification (IJN); Records of correspondence; CureTB Transfer notification forms; CureTB correspondence records; DGMH reports; DGMH reports; Records of correspondence; Cohort Review Process report, due with the Annual TB Program report'
2.2: Through December 31, 2025, the Subrecipient will maintain an 83% case rate for sputum positive	2.4.1 The HIV status will be identified at the time of TB diagnosis and results entered in RVCT in EpiTrax in 100% of cases.		

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culture cases to demonstrate culture conversion within 60 days.

2.3: Through December 31, 2025, the Subrecipient will report 100% of suspected or confirmed Multidrug-Resistant (MDR) TB, molecular drug susceptibility (MDS) laboratory results, and complex TB cases to the DPBH TB Program within five (5) days.

2.4: Through December 31, 2025, the Subrecipient will collaborate with the HIV programs to ensure 100% of TB cases are tested for HIV and referred for HIV services.

2.5: Through December 31, 2025, the Subrecipient will 100% of the time respond within 48 hours to notifications or requests from states that border Mexico regarding individuals detained or traveling in Nevada.

2.6: Through December 31, 2025, the Subrecipient will maintain 100% compliance with all interstate, international, and bi-national TB investigation and quarantine efforts.

2.7: Through December 31, 2025, the Subrecipient will conduct a Cohort Review of reported TB disease cases and LTBI in children less than 2 years of age.

NEW 2.8 By December 31, 2205, the Subrecipient will develop a preliminary outline or steps for a TB Drug Shortage Management Plan; final plan due by 12/2027.

2.4.2 Establish a relationship with the local and state HIV Prevention and Surveillance programs to ensure rapid linkage to care and support services.

2.5.1 Utilize and promote effective binational referral mechanisms for patients who may cross along the U.S. - Mexico border and communicate these activities with the DPBH TB.

2.5.2 Utilize the CureTB program for notification of TB case transfer in or out of Nevada to Mexico, South America, and additional countries, when appropriate, and communicate these activities to the DPBH TB.

2.6.1 Partner with the Division of Global Migration and Health (DGMH) to support all international TB migration and quarantine efforts and provide reports as requested by DGMH.

2.6.2 Communicate with the DPBH TB Program within five (5) days of notification from DGMH and provide the follow-up report to the DPBH TB program so that the DPBH TB may convey outcomes to the DGMH.

2.7.1 Complete at least one TB Cohort Review and report on the Cohort Review process in the Annual TB Program Report.

2.8 Develop steps or an outline for a Washoe County TB Drug Shortage Management Plan which may include preliminary details on Partnerships with intra-State agencies; partnerships inter-state; procurement of contracts with alternate distributors; review of FDA/NTCA drug-shortage notification reports.

Preliminary outline or bulleted steps for TB Drug Shortage Management Plan; final plan due 12/2027

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Goal: Goal 3. Improve Surveillance of TB Cases, LTBI Cases, and Case Reporting Variables

Objective	Activities	Due Date	Documentation Needed
<p>1. 3.1: By December 31, 2025, the Subrecipient will have a 100% completeness rating for the RVCT variables.</p> <p>3.2: Through December 31, 2025, the Subrecipient will maintain a 100% success rate in submitting and linking one isolate for genotyping from each culture-positive TB case.</p> <p>3.3: By December 31, 2025, the Subrecipient will develop maintain an internal SOP for analyzing genotype clusters and potential outbreaks, including a quarterly review of genotype information in their jurisdiction, and provide notifications as necessary.</p> <p>3.4: Through December 31, 2025, the Subrecipient will develop & maintain an internal SOP and training on all surveillance activities, including LTBI surveillance, and processes to conduct annual training with 100% of the Subrecipient TB staff, based on Nevada regulations and CDC guidelines.</p> <p>3.5: By December 31, 2025, the Subrecipient will utilize an LTBI surveillance system and provide annual LTBI data reports.</p>	<p>3.1.1 Assure quality and completeness of TB disease case and data variables reporting on the RVCT; respond to and complete Missing and Unknown variables (MUNK) reports quarterly.</p> <p>3.2.1 Collaborate with Nevada State Public Health Laboratory (NSPHL) to ensure genotyping of at least one isolate from each person with culture-positive TB.</p> <p>3.2.2 Ensure that genotyping results are linked to surveillance data/RVCT within 8 weeks of TB GIMS reported genotype results.</p> <p>3.3.1 Maintain and improve an internal SOP for reviewing, analyzing, and interpreting genotype information, cluster identification, and potential outbreaks, and apply it to quarterly genotype review in TB GIMS.</p> <p>3.3.2 Develop a reporting mechanism to notify the DPBH TB Program with a written cluster report.</p> <p>3.4.1 Develop and maintain annual surveillance trainings to ensure complete, accurate, and timely recording of data entry, including LTBI case data.</p> <p>3.5.1 Utilize a surveillance system for data entry of confirmed LTBI cases and annually report to the DPBH TB on new LTBI diagnoses recorded for the preceding year; confirmed meaning TB disease was ruled out by chest radiograph and examination.</p>	<p>12/31/2025</p>	<p>DPBH TB MUNK Follow-up Reports; RVCTs in EpiTrax; TB GIMS genotype ID (TB Genotyping Information Management System); Revisions to SOPs Genotyping & Outbreaks; TB genotype cluster report; SOP Genotyping Review and Analysis; TB genotype cluster report (Cluster Investigation Tool); SOP LTBI surveillance; SOP Surveillance training; Surveillance training logs; Annual New LTBI Cases report (estimated annual new LTBI case report due 3/30/26)</p>

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Goal: Goal 4. Improve Contact Investigations and Outcomes

Objective	Activities	Due Date	Documentation Needed
<p>1. 4.1: By December 31, 2025, the Subrecipient will increase the rate of contacts examined for latent TB infection (LTBI) or disease to at least 90% for contacts of TB patients with sputum smear-positive results. (NTIP goal = 94%)</p> <p>4.2: By December 31, 2025, the Subrecipient will maintain at least 92% initiation of LTBI treatment and 93% completion of LTBI treatment in contacts diagnosed with LTBI.</p> <p>4.3: Through December 31, 2025, the Subrecipient will collect data and submit reports from 100% of contact investigations (CI).</p>	<p>4.1.1 Initiate index/source case interviews and contact investigations following CDC recommended practices and the CDC's Guidelines for Investigation of Contacts of Persons with Infectious TB, retrievable at CDCMMWR.CI.</p> <p>4.1.2 Identify contacts exposed to M. tuberculosis and ensure they are evaluated for TB/LTBI and facilitate TB inter-jurisdictional notification (IJN) if the contact resides outside Subrecipient's County.</p> <p>4.1.3 Assess reasons for cases with no contacts identified or a low number (< 3) of contacts identified.</p> <p>4.1.4 Provide annual staff training to improve strategies in case interviewing, contact elicitation, complications in contact investigations, and large-scale contact investigations (through TB COEs or similar).</p> <p>4.2.1 Provide education and supportive services, including incentives and enablers, to contacts of TB disease cases diagnosed with LTBI to facilitate initiation of LTBI treatment and completion of LTBI treatment.</p> <p>4.3.1 Collect data and create reports on contacts from each index TB disease case and source case in LTBI in children less than 2 years of age case; these deidentified reports may be requested by the DPBH TB Program and relayed to the Nevada Department of Health and Human Services Administration.</p> <p>4.3.2 Submit data from contact investigations in the Aggregate Reports for Program Evaluation (ARPE) format, for the preliminary 2024 report and final 2023 report, to DPBH TB Program annually.</p>	<p>12/31/2025</p>	<p>Contact Investigation reports; IJNs; Training Activity; Annual TB Program Report; Incentives and enablers fiscal records; Large-scale and significant CI reports; ARPE reports (due 3/30/25);</p>

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Goal: Goal 5. Increase the Evaluation of Immigrants and Refugees with TB Disease or TB Infection (LTBI)

Objective	Activities	Due Date	Documentation Needed
<p>1. 5.1: Through December 31, 2025, the Subrecipient will maintain at least a 72% rate of immigrant and refugee examination within 30 days and a 78% rate for immigrant and refugee completion of the examination within 120 days (from the notification date).</p> <p>5.2: Through December 31, 2025, the Subrecipient will increase initiation of immigrant and refugee LTBI treatment to 87% and LTBI treatment completion to 87%.</p> <p>5.3: Through December 31, 2025, the Subrecipient will develop interventions to identify foreign-born and locally determined high-risk populations.</p>	<p>5.1.1 Through the EDN, ensure all immigrants and refugees classified B1 (B1 as defined by CDC's Technical Instructions for Panel Physicians, retrievable at CDC_EDN_B1) are located and examined within 30 days and complete exams within 120 days.</p> <p>5.1.2 Through EDN, conduct surveillance of notifications weekly and provide follow-up worksheets within 30 days of the clinical follow-up.</p> <p>5.1.3 Develop an internal SOP outlining the policy on referrals within your agency and/or the community regarding immigrants and refugees, to include B2/LTBI notifications from EDN and civil surgeon status adjuster situations.</p> <p>5.1.4 NEW Report annually on internal SOPs and outcomes, successes and challenges, with LTBI B2 EDN notifications and civil surgeon reports and referral and linkage to LTBI treatment.</p> <p>5.2.1 Provide education and supportive services, including incentives and enablers, to B1 immigrants and refugees diagnosed with LTBI to facilitate initiation of LTBI treatment and completion of LTBI treatment.</p> <p>5.3.1 Develop and strengthen partnerships with local immigrant/refugee agencies by communicating at least bi-annually to discuss current challenges and implement new interventions.</p>	12/31/2025	<p>EDN Follow-up Worksheets; SOP for service referrals; SOP for referral of LTBI for treatment as received from EDN as B2 or civil surgeons as B2; Annual TB Program Report (due 7/15/25); Incentives and enablers fiscal records; Records of correspondence</p>

Goal: Goal 6. (New Goal) Increase Identification of Focus Populations at Greater Risk for TB and LTBI to Establish a Targeted Testing Program

Objective	Activities	Due Date	Documentation Needed
<p>1. 6.1: By December 31, 2025, the Subrecipient will identify a focus population(s) at high risk for TB or LTBI in their jurisdiction.</p> <p>6.2: By December 31, 2025, the Subrecipient will develop a plan which includes resource & capacity needs to implement baseline targeted testing in the following year (implement in 2026 baseline testing).</p>	<p>6.1.1 Analyze the demographic and epidemiologic TB surveillance data from LTBI/TB cases to identify populations at higher risk for TB and LTBI.</p> <p>6.2.1 Develop a Targeted Testing Plan which encompasses TB testing and LTBI care for persons identified as within the focus population at high risk for TB or LTBI.</p>	12/31/2025	<p>Identified focus population(s) as outlined in Targeted Testing Plan; Targeted Testing Plan, or progress towards plan; Annual TB Program Report</p>

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Goal: Goal 7. Provide Support to Healthcare Providers in Nevada for Targeted Screening and Treatment for TB Infection (LTBI)

Objective	Activities	Due Date	Documentation Needed
<p>1. 7.1: Through December 31, 2025, the Subrecipient will continue to conduct educational outreach activities to healthcare providers, staff, and students working with high-risk populations as identified through epidemiologic surveillance.</p> <p>7.2 New Through December 31, 2025, the Subrecipient will continue supporting healthcare and community entities with calls/communications regarding TB.</p>	<p>7.1.1 Educate all healthcare providers and staff on the reporting requirements for TB disease/suspected disease, and newer LTBI reporting requirements (reporting of all positive TB test results along with the appropriate supportive results, e.g., chest radiographs, sputum analysis, treatment recommendations).</p> <p>7.1.2 Educate healthcare providers and staff to identify TB risk factors to increase appropriate TB screening in their patient population.</p> <p>7.1.3 Educate healthcare providers and staff on the treatment for TB infection.</p> <p>7.1.4 Educate staff serving high-risk populations and other public groups on recognition the TB symptoms and referral processes to include telephone technical assistance (e.g., staff of homeless shelters, correctional facilities, schools).</p> <p>7.2.1 Provide a TB Nurse consultation service to any person or agencies inquiring about TB, LTBI, TB infection control, or other TB related concerns.</p>	12/31/2025	<p>Outreach activity; Annual TB Program Report; Technical assistance call logs</p>

Goal: Goal 8. Strengthen Human Resource Development (HRD)

Objective	Activities	Due Date	Documentation Needed
<p>1. 8.1 Through December 31, 2025, the Subrecipient will assess 100% of staff for their knowledge of TB disease and surveillance processes and provide HRD activities.</p> <p>8.2: By December 31, 2025, the Subrecipient will ensure 100% of HIV, Hep, STD, and TB program staff will conduct the annual Security and Confidentiality training, as developed by the State.</p>	<p>8.1.1 Review past evaluation forms to identify HRD strengths and weaknesses to develop current in-service activities.</p> <p>8.1.2 Conduct staff training on all internal SOPs for TB disease control interventions and service referrals.</p> <p>8.1.3 Provide internal staff with training opportunities and activities through communication with local, state, regional, and national organizations.</p> <p>8.1.4 Participate in four (4) DPBH Technical Assistance TB Program calls to assure communication and HRD needs are conveyed.</p> <p>8.2 Ensure the Data Security and Confidentiality Guidelines for HIV/AIDS, Viral Hepatitis, STD, and TB Programs are completed through the DPBH Security and Confidentiality training.</p>	12/31/2025	<p>Training activity(s); Certificates of training; Annual TB Program Report; Attendance record(s); Certificates of Completion -Security and Confidentiality Training</p>

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Goal: Deliverables:

Reporting Schedule from DPBH to Subrecipients: (to be provided electronically to subrecipient)

- a) MUNK Quarterly Reports, by the 30th day of the last month in the quarter (i.e., March 30, June 30, September 30, December 30)
- b) EDN Quarterly Reports, by the 30th day of the last month in the quarter (i.e., March 30, June 30, September 30, December 30)

Deliverable to DPBH TB/Reporting Schedule from Subrecipients to DPBH: (to be provided electronically to DPBH)

- a) MUNK Follow-up Response Reports, due the 15th day following the quarter's end (i.e., the 15th of April, July, October, January)
- b) EDN Follow-up Response Reports, due the 15th day following the quarter's end (i.e., the 15th of April, July, October, January)
- c) Annual TB Program Report by July 15, 2025 (subject to change)
- d) Annual ARPE Report by March 30, 2025
- e) Quarterly Contact Investigation Log Reports, due within two weeks of the request from the DPBH TB program.

3) Participate in the following DPBH TB Program Technical Assistance/Updates calls throughout the project period, dates to be determined:

All-Program Calls: 2 calls, one in the project period's first half and one in the second half.

Local Health Authority Specific Technical Assistance Calls: To be determined as necessary.

Subrecipient TB program annual progress report call: To be determined but approximately within the timeframe of July 15th - July 30, 2025.

Objective	Activities	Due Date	Documentation Needed
1. 1) Compile/complete reports outlined throughout the Scope of Works objectives and activities. 2) Timely communication and the receipt of communications between the Subrecipient TB program and the DPBH TB	See reporting schedule from Subrecipients to DPBH (above)	12/31/2025	Deliverable reports and calls

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 # 1
 NU52PS910270-01-00 from Nevada Tuberculosis Prevention and Elimination and Laboratory Program. Its contents are solely the responsibility
 of the authors and do not necessarily represent the official views of the Department nor Nevada Tuberculosis Prevention and Elimination and
 Laboratory Program.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1
 NU52PS910270-01-00 from Nevada Tuberculosis Prevention and Elimination and Laboratory Program.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs including fringe							Total: \$95,504.00
Employee	Annual Salary	Fringe Rate	% of Time	Months	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary
TB Program Coordinator, Public Health Nurse (PHN) position- Tasha Pascal, BSN, RN	\$110,687.60	48.06%	55.86%	12.00	100.00%	\$91,549.10	L L
TB Program Coordinator- this position functions as the TB Control authority for Washoe County. The position works with the TB Controller, reports to the District Health Officer, and provides case management of Immigrant Class A & B TB cases. Case management includes, but is not limited to, reporting, contact investigation, assurance of patient adherence to medication regimen, legal referral for non-adherence, and home visits to assess and provide directly observed therapy (DOT). The position also provides education to health care providers including the detention centers, hospitals, and doctors, as well as works with homeless shelters and group home staff to increase screening and recognition of symptoms. The position develops and updates policies and protocols for care and investigation, infection control, and compliance with the Occupational Safety and Health Administration (OSHA) requirements, as needed. For the project period of 2025 to 2029, the program coordinator will focus on implementing LTBI data collection and analysis, including strategizing effective provider reporting outreach and training. Identifying a focus population at high risk for TB and implementing a plan for LTBI care cascade will also be conducted in the project period 2025 to 2029.							
NNPH Registered Nurses, Intermittent, Hourly- Patrick Brumley RN, Judy Medved- Gonzalez, RN,	\$77,729.60	1.75%	5.00%	12.00	100.00%	\$3,954.49	L L
NNPH PHNs, Intermittent RNs, NNPH staff - supports clinic operations, DOT, and contact investigations for the clinic. The PHNs also provides TB/LTBI education to health care providers including the detention centers, hospitals, and doctors, as well as works with homeless shelters and group home staff to increase screening and recognition of TB symptoms. These contract positions will report to the NNPH TB Coordinator.							

In-State Travel						Total: \$39.00
Destination of Trip: Washoe County, public and private locations						
	Cost	# of Trips	# of Days	# of Staff	Total	
Cost of trips x # of staff	\$0.00				\$0.00	
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00				\$0.00	
Uniforms: \$ 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	\$39.00	1			1	\$39.00

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Use of staff	\$0.00				\$0.00
Travel for PH nurses to visit patients and contacts in the community.					\$39.00

Out of State Travel	OSMot Days	Total:	\$0.00
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Operating					Total:	\$3,450.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Patient housing enabler support, \$500/week for 1 patient for 2 weeks	\$500.00	1.0	2.0	\$1,000.00	L	
Patient Housing Support - funds will be used to provide housing support for active patients who are homeless or individuals at-risk for being homeless during the initial treatment phase or until they are no longer infectious.						
Incentives and enablers: gas, phone, or food cards at \$10/card x 20 cards	\$10.00	1.0	20.0	\$200.00	L	
Incentives and Enablers - include food, phone, or gas cards to be used for contacts, patients and/or high-risk LTBI cases to bring them in for treatment and/or testing.						
TB blood tests, \$50/test x 45 tests	\$50.00	45.0	1.0	\$2,250.00	L	
TB blood tests for identification of TB infection and work up .						

Equipment	Total:	\$0.00
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Contractual/Contractual and all Pass-thru Subawards	Total:	\$0.00
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Training	Total:	\$0.00
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Other					Total:	\$100.00
Expenditure	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect	
Other	\$100.00	1	1	\$100.00	L	
Justification: One Individual membership to NTCA will provide for ongoing education, collaboration with other states, and remaining current on relevant TB issues and research nationwide.						

TOTAL DIRECT CHARGES	\$99,093.00
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Indirect Charges	Indirect Rate:	10.0%	\$9,906.00
Indirect Methodology: NNPH prepares an annual indirect cost rate (ICR) proposal. The ICR for FY24 is 24.43% for the Community and Clinical Health Services Division, however administration has approved to use 10% on a case-by-case basis.			

TOTAL BUDGET	\$108,999
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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	Epidemiology	Other Funding	Program Income	TOTAL					
SECURED	3219								
ENTER TOTAL REQUEST	\$108,999.00								\$108,999.00

EXPENSE CATEGORY

Personnel	\$95,504.00								\$95,504.00	
Travel	\$39.00								\$39.00	
Operating	\$3,450.00								\$3,450.00	
Equipment	\$0.00								\$0.00	
Contractual/Consultant	\$0.00								\$0.00	
Training	\$0.00								\$0.00	
Other Expenses	\$100.00								\$100.00	
Indirect	\$9,906.00								\$9,906.00	
TOTAL EXPENSE	\$108,999.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$108,999.00	
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	
Total Indirect Cost	\$9,906.00	Total Agency Budget							\$108,999.00	
									Percent of Subrecipient Budget	100.00%

B. Explain any items noted as pending:

--

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 \$108,999.00;
- < *****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;
Requests for reimbursement not to exceed 50% of total funding before 6/30/25.; 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 Subrecipient;
 - § Providing prior approval of reports or documents to be developed;
 - § Forwarding a report to another party, i.e. CDC.
- < *****The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- < *****The site visit/monitoring schedule may be clarified here. Site visits to be conducted by OSE DPBH TB 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. The subaward 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**

<u>Program Name:</u> Epidemiology	<u>Subrecipient Name:</u> Northern Nevada Public Health
<u>Address:</u> 500 Damonte Ranch Pkwy Ste 657 , Reno, Nevada 89521	<u>Address:</u> 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
<u>Subaward Period:</u> 01/01/2025 - 12/31/2025	<u>Subrecipient's:</u> EIN: 88-6000138 Vendor #: T40283400Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

Month(s)	Calendar Year
----------	---------------

Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$95,504.00	\$0.00	\$0.00	\$0.00	\$95,504.00	0.00%
2. Travel	\$39.00	\$0.00	\$0.00	0.0000	\$39.00	0.00%
3. Operating	\$3,450.00	\$0.00	\$0.00	\$0.00	\$3,450.00	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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
7. Other	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
8. Indirect	\$9,906.00	\$0.00	\$0.00	\$0.00	\$9,906.00	0.00%
Total	\$108,999.00	\$0.00	\$0.00	\$0.00	\$108,999.00	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** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted by an independent accounting firm.
 Yes No
2. Did your organization expend \$750,000 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 Y If YES, list the names of any current or former employees of the State and the services that each person will perform.
- NO L Subrecipient agrees that if a current or former state employee is assigned to perform work on this subaward at any point after execution of this agreement, they must receive prior approval from the Department.

Name	Services
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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