



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

Agency Ref, #: SG-2025-00572
 Budget Account: 3222

NOTICE OF SUBAWARD

Program Name: Maternal Child & Adolescent Health Office of Child, Family and Community Wellness Tasha Cadwallader / acadwallader@health.nv.gov	Subrecipient's Name: Northern Nevada Public Health Kelly Verling / kverling@nnpb.org
Address: 4150 Technology Way Carson City, Nevada 89706	Address: 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845
Subaward Period: 2024-10-01 through 2025-09-30	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q UEI #: GPR1NY74XPQ5

Purpose of Award: Conduct a community -based Fetal Infant Mortality Review (FIMR) Program based on Division of Public and Behavioral Health Maternal and Child Health Program Guidelines to develop and understanding of how a wide array of social, economic, health, educational, environmental and safety issues relate to fetal and infant loss on a local level.

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

Approved Budget Categories

1. Personnel	\$93,047.00
2. Travel	\$97.00
3. Operating	\$581.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$0.00
7. Other	\$0.00
TOTAL DIRECT COSTS	\$93,725.00
8. Indirect Costs	\$9,374.00
TOTAL APPROVED BUDGET	\$103,099.00

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 financial statements to the grant administrator.
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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 Cody Phinney Administrator, DPBH		

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

Federal Award Computation			Match				
Total Obligated by this Action:	\$58,766.43		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:	\$58,766.43		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 9/30/2025			10/1/2023 through 9/30/2025				
FOR AGENCY USE ONLY							
FEDERAL GRANT #: 6 B04MC52938-01-02	Source of Funds: Maternal and Child Health Services		% Funds: 57.00	CFDA: 93.994	FAIN: B0452938	Federal Grant Award Date by Federal Agency: 2/29/2024	
Budget Account	Category	GL	Function	Sub-org	Job Number		
3222	15	8516	N/A	N/A	9399424		
Non-Federal Source Of Funds	% Funds	Amount	Budget Account	Category	GL	Function	Sub-Org
General	43.00	\$44,332.57	3222	15	8516	N/A	N/A
Job Number: GFUND24		Description: GFUND24					

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
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Scope of work is an attached document shown below

**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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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: See attached

Objective	Activities	Due Date	Documentation Needed
1. See attached	See attached	09/30/2025	See attached

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

Title V Maternal and Child Health
Scope of Work for Northern Nevada Public Health (October 1, 2024 – September 30, 2025)

<i>Baseline Narrative: Develop an understanding of how a wide array of social, economic, health, educational, environmental and safety issues relate to fetal and infant loss on a local level.</i>						
<i>Expected Outcomes: Create local solutions, identify partnerships, enhance understanding of community needs, improve existing delivery systems, identify and reduce gaps in care and health inequities.</i>						
<i>Goal 1: Reduce Fetal and Infant Mortality, identifying high risk and underserved populations</i>						
<i>Responsible person(s) Kelly Verling</i>						
<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
1.1. Conduct a community-based Fetal Infant Mortality Review (FIMR) Program based on Division of Public and Behavioral Health Maternal and Child Health Program Guidelines	1.1.1. Identify high risk and underserved and/or disparately impacted (race and ethnicity, low socioeconomic status, etc.) populations for Washoe County fetal (greater than 20 weeks), neonatal (birth to 28 days) and post neonatal (29 days to 1 year) deaths	1.1.1. Report summary of information obtained in Quarterly Reports and Annual Report	10/01/2024-09/30/2025	1.1.1. Childbearing biological parents (CBP), families, community. Local stakeholders including healthcare and other community resources	1.1.1 # of fetal and infant deaths in Washoe County	1.1.1. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report

	<p>1.1.2. Examine preventability and possible contributing factors to fetal, neonatal and post neonatal deaths</p>	<p>1.1.2. Coordinate and lead 10 FIMR CRT meetings per year. Include discussion of possible contributing factors and preventability for every case that is presented</p>	<p>10/01/2024-09/30/2025</p>	<p>1.1.2. Childbearing biological parents (CBP), families, community.</p> <p>Local stakeholders including healthcare and other community resources</p>	<p>1.1.2. Identification and # of possible contributing factors identified</p>	<p>1.1.2. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report</p> <p>CRT and Northern Nevada Maternal Child Health Coalition (NNMCHC)/CAT minutes</p> <p>Quantitative and qualitative data in annual report (Issues Summary, potential interventions identified by CRT and/or CAT, etc.)</p>
	<p>1.1.3. Collect and enter all required data in a data system as specified by the DPBH</p>	<p>1.1.3. Extraction of data from prenatal, healthcare provider, hospital and other applicable records</p> <p>Data entry of cases into the National Fatality Review-Case Reporting</p>	<p>10/01/2024-09/30/2025</p>	<p>1.1.3. Childbearing biological parents (CBP), families, community.</p> <p>Local stakeholders including healthcare and other community resources</p>	<p>1.1.3. # of cases entered into the NFR-CRS data system</p>	<p>1.1.3. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report</p> <p>NFR-CRS report data in FIMR Annual Report</p>

		System (NFR-CRS), as specified by the DPBH				
	1.1.4. Complete the FIMR review on at least 40 cases. This is 85% all fetal, neonatal and postnatal deaths in Washoe County per year	1.1.4. Coordinate and lead 10 FIMR CRT meetings and review at least 40 cases per year	10/01/2024-09/30/2025	1.1.4. Childbearing biological parents (CBP), families, community. Local stakeholders including healthcare and other community resources	1.1.4. # of CRT Meetings # of cases reviewed during CRT Meetings	1.1.4. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report CRT Minutes
	1.1.5. Identify three recommendations and implement a least one intervention involving policy, systems or community norm changes leading to the prevention of fetal, neonatal and post neonatal deaths	1.1.5. Identify common themes relating to social, cultural, economic, health, educational and safety issues related to fetal/infant deaths	10/01/2024-09/30/2025	1.1.5. Childbearing biological parents (CBP), families, community. Local stakeholders including healthcare and other community resources	1.1.5. # and description of recommendations documented in CRT and NNMCHC/CAT Minutes	1.1.5. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report CRT and NNMCHC/CAT meeting minutes

	<p>1.1.6. Maintain an interlocal agreement with the Division of Public and Behavioral Health (DPHB) granting authority to WCHD to implement NAC 442.054 in respect to fetal neonatal and postnatal deaths in Washoe County as they apply to FIMR, which authorizes identification and contact of patients who have been discharged with birth defects or adverse birth outcomes (including fetal and infant deaths)</p>	<p>1.1.6. Maintain Interlocal Agreement</p>	<p>10/01/2024-09/30/2025</p>	<p>1.1.6. DPBH, local hospitals, healthcare providers, childbearing biological parents (CBP), families</p>	<p>1.1.6. Interlocal Agreement</p>	<p>1.1.6. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report Interlocal Agreement</p>
	<p>1.1.7. Update and review the Washoe County FIMR Policies Procedures, which are derived from the National FIMR Policies</p>	<p>1.1.7. Annual Policy Review</p>	<p>10/01/2024-09/30/2025</p>	<p>1.1.7. FIMR Staff</p>	<p>1.1.7. Updated FIMR Policies and Procedures Manual</p>	<p>1.1.7. Annual Report Updated FIMR Policies and Procedures Manual and Policy signature page</p>

	1.1.8. The WCHD will facilitate and maintain a CRT and CAT to review selected cases, identify medical and nonmedical factors contributing to fetal and infant deaths, recommend and implement changes addressing the review findings designed to decrease the incidence of local fetal and infant deaths	1.1.8. Conduct meetings for CRT. Provide the CAT with periodic FIMR program updates and facilitate program action plan discussions	10/01/2024-09/30/2025	1.1.8 CRT, NNMCH/CAT	1.1.8. Number of CRT and NNMCH/CAT meetings attended	1.1.8. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report CRT and NNMCHC/CAT Minutes
1.2. Develop periodic local summary report of findings and recommendations addressing the identified contributing factors leading to fetal and infant deaths	1.2.1 Based on case findings with community input develop and implement objectives, interventions, timelines and evaluation components for identified recommendations addressing systems, community norm or public policy changes	1.2.1. Review case findings from NFR-CRS and case review data with CRT and CAT to develop and implement action plans to address systems, community norm or public policy changes	10/01/2024-09/30/2025	1.2.1. Childbearing biological parents (CBP), families, community. Local stakeholders including healthcare and other community resources.	1.2.1. CRT /CAT goals, objectives and action plans	1.2.1. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report CRT and NNMCHC/CAT Meeting Minutes

	1.2.2. Disseminate local periodic summary report findings and recommendations to the CRT, CAT, WC Child Death Review, local and state policymakers, the community at large and other key stakeholders	1.2.2. Reports submitted to State of Nevada, DHHS, DPBH and approved for dissemination to key stakeholders	10/01/2024-09/30/2025	1.2.2. CRT, CAT, WC Child Death Review, local and state policymakers, community at large and other key stakeholders	1.2.2. # reports completed and distributed	1.2.2. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report
	1.2.3. Disseminate Maternal and Child Health Programs information through published reports, press releases and presentations to increase public awareness of recurring factors causing or contributing to local fetal and infant deaths	1.2.3. Development of reports, press releases and presentations as requested and approved by DPBH	10/01/2024-09/30/2025	1.2.3. Community at large, key stakeholders	1.2.3. # of reports, press releases and presentations	1.2.3. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report

Baseline Narrative: Develop an understanding of how a wide array of social, economic, health, educational, environmental and safety issues relate to fetal and infant loss on a local level.

Expected Outcomes: Create local solutions, identify partnerships, enhance understanding of community needs, improve existing delivery systems, identify and reduce gaps in care and health inequities.

Goal 2: Promote health equity by analyzing work to ensure it is culturally responsive and helping to identify economic, social, and other obstacles to health and health care including identifying possible interventions to decrease fetal and infant mortality

Responsible person(s) Kelly Verling

<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
2.1. Report demographic data collected from cases reviewed by the CRT during every quarter	2.1.1. Include demographic and other key data on FIMR case log and case summaries for CRT meetings	2.1.1. Demographic data from cases reviewed by the CRT included in quarterly reports	10/01/2024-09/30/2025	2.1.1. CRT, DPBH	2.1.1. # of cases reviewed during CRT meetings Demographic data for cases reviewed during CRT meetings	2.1.1. Monthly check-in calls with Title V MCH staff, and Quarterly Reports
2.2. Analyze FIMR program work to ensure it is culturally responsive and helping to address economic, social, and other obstacles to health and health care access	2.2.1. Complete the Health Equity Assessment and review results halfway through the subaward period	2.2.1. Review Health Equity Assessment results halfway through the subaward period during a FIMR staff meeting	10/01/2024-09/30/2025	2.2.1. DPBH, Childbearing biological parents (CBP), families, community. Local stakeholders including healthcare and other community resources	2.2.1. FIMR staff meeting minutes, updated Health Equity Assessment	2.2.1. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report
	2.2.2. Identify and discuss health inequities, including potential interventions to improve access to care and/or resources for high risk and underserved populations to decrease fetal	2.2.2. List of potential interventions to improve access to care and/or resources for high risk and underserved populations	10/01/2024-09/30/2025	2.2.2. Childbearing biological parents (CBP), families, community. Local stakeholders including healthcare and other community resources	2.2.2 # and description of potential interventions to address health inequities and improve access to care and resources for all high risk and underserved populations	2.2.2. Monthly check-in calls with Title V MCH staff, CRT Minutes Quarterly Reports and Annual Report

	and infant mortality					
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Baseline Narrative: Nevada 211 is an informational database dedicated to helping Nevadans find the Services they need. Nevada also has resources to encourage breastfeeding, substance abuse treatment centers and other resources for childbearing persons, a Tobacco Quit Line for free and confidential online and telephone-based counseling.

Expected Outcomes: Easy access to updated MCH resource information at WCHD to improve health outcomes.

Goal 3: Provide and promote MCH resource and referral information at Northern Nevada Public Health.

Responsible person(s) Kelly Verling

<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
3.1. Promote Nevada 211, NevadaBreastfeeds.org, Sobermomshealthhybabies.org, safe sleep, maternal warning signs, and other MCH related priorities	3.1.1. Review and update 211 forms with both program and agency information	3.1.1. Correct, updated WCHD information on 211	10/01/2024-09/30/2025	3.1.1. Community	3.1.1. Review of 211 Information	3.1.1. Annual report
	3.1.2. Encourage CAT and CRT members to update 211 information	3.1.2. Nevada 211 updates discussed at CAT and CRT meetings	10/01/2024-09/30/2025	3.1.2. Community	3.1.2. NNMCHC/ CAT and CRT minutes	3.1.2. Annual report

	3.1.3 Provide referrals to NevadaBreastfeeds.org, Sobermomshealthbabies.org, and other MCH resources as needed	3.1.3 Resource Information available at NNPH	10/01/2024-09/30/2025	3.1.3 NNPH clients, community	3.1.3 Resource information available at NNPH	3.1.3 Annual report
	3.1.4 Nevada Tobacco Quitline cards available at NNPH.	3.1.4 Information shared with clients that use tobacco	10/01/2024-09/30/2025	3.1.4 Clients that use tobacco products and are interested in quitting	3.1.4 Quit Cards available at NNPH	3.1.4 Annual report Resource information

Baseline Narrative: FIMR receives Title V MCH Block Grant Funding through the Nevada Department of Health and Human Services, Department of Public and Behavioral Health

Expected Outcomes: Identification and procurement of long-term alternative and/or additional funding to enhance or expand FIMR program activities.

Goal 4: Identification and procurement of long-term alternative and/or additional funding for FIMR program activities

Responsible Party: Kelly Verling

<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
4.1. Develop a sustainability plan to secure new funding	4.1.1. Identify potential new funding sources for FIMR	4.1.1. List of potential new funding sources identified, applications	10/01/2024-09/30/2025	4.1.1 FIMR Staff and program management, DPBH	4.1.1. # of alternate funding sources located and evaluated for feasibility	4.1.1. Annual report

		completed and/or barriers identified				
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Baseline Narrative: WCHD FIMR staff and/or management participate in several MCH related community meetings and trainings.

Expected Outcomes: Promote maternal and infant health and reduce infant morbidity and mortality through education, networking, and resource awareness.

Goal 5: FIMR staff and/or program manager will attend key Maternal and Child Health community meetings including but not limited to Maternal and Child Health Advisory Board (MCHAB) quarterly meetings, MCH Coalition meetings, Breastfeeding Coalition meetings, etc.

Responsible person(s): Kelly Verling

<i>Objective</i>	<i>Activities</i>	<i>Outputs</i>	<i>Timeline Begin/Completion</i>	<i>Target Population</i>	<i>Evaluation Measure (indicator)</i>	<i>Evaluation Tool</i>
5.1.1 FIMR staff and/or program manager participation in key MCH related community meetings	5.1.1. Participate in key MCH meetings including but not limited to MCHAB, Northern Nevada MCH Coalition meetings, Breastfeeding Coalition meetings, and other meetings as indicated	5.1.1. FIMR Staff and/or program manager attendance at meetings	10/01/2024-09/30/2025	5.1.1. FIMR Staff, DBPH, community partners and stakeholders	5.1.1. # of meetings attended	5.1.1. Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report
5.2. FIMR staff and/or program manager to attend key MCH trainings to increase knowledge and improve	5.2.1. FIMR staff will attend key MCH trainings to increase knowledge and improve program activities	5.2.1. MCH trainings completed by FIMR staff	10/01/2024-09/30/2025	5.2.1. Childbearing biological parents (CBP), families, community. Local stakeholders including healthcare and other	5.2.1. # of trainings attended	5.2.1 Monthly check-in calls with Title V MCH staff, Quarterly Reports and Annual Report

program activities				community resources		
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**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to:
 This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 6
 B04MC52938-01-02 from Maternal and Child Health Services. Its contents are solely the responsibility of the authors and do not necessarily
 represent the official views of the Department nor Maternal and Child Health Services.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 6
 B04MC52938-01-02 from Maternal and Child Health Services.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs including fringe							Total: \$93,047.00
<u>Employee</u>	<u>Annual Salary</u>	<u>Fringe Rate</u>	<u>% of Time</u>	<u>Months</u>	<u>Annual % of Months worked</u>	<u>Amount Requested</u>	<u>Subject to Indirect? Fringe Salary</u>
Public Health Nurse I PC#10650	\$80,038.47	52.50%	25.00%	12.00	100.00%	\$30,514.67	L L
Public Health Nurse - attends relevant community meetings, receives death notifications, requests prenatal records, extracts information, enters data, select and prepare cases for review, facilitates review meetings, facilitates recommendations to Community Action Team, and provides quarterly and annual reporting.							
Public Health Nurse II PC # 5200	\$79,423.17	52.80%	36.00%	12.00	100.00%	\$43,689.10	L L
Public Health Nurse - attends relevant community meetings, receives death notifications, requests prenatal records, extracts information, enters data, select and prepare cases for review, facilitates review meetings, facilitates recommendations to Community Action Team, and provides quarterly and annual reporting.							
Intermittent Hourly Registered Nurse PC- 0163	\$82,264.00	1.80%	22.50%	12.00	100.00%	\$18,842.57	L L
Intermittent Hourly Registered Nurse - Obtains prenatal records from providers, performs data extraction, data entry, prepares cases for review by FIMR, produces agendas, minutes and assists in facilitation of meetings.							

In-State Travel						Total: \$97.00
Destination of Trip: Reno						
	Cost	# of Trips	# of Days	# of Staff	Total	
Cost of trips x # of staff	\$0.00	0	0	0	0	\$0.00
Baggage fee: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	0	\$0.00
Uniform allowance: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	0	\$0.00
Lodging: \$ per day + \$ tax = total \$ x # of trips x # of nights x # of staff	\$0.00	0	0	0	0	\$0.00
Other: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	0	\$0.00
Mileage: (rate per mile x # of miles per r/trip) x # of trips x # of staff	\$8.04	6	0	0	2	\$97.00
Uniform allowance: \$ amount per person x # of trips x # of staff	\$0.00	0	0	0	0	\$0.00
Milage for home interviews and local trips to community agencies, doctors offices and hospitals for medical record reviews. 0.67/milx12 miles x 6 trips x 2 staff						\$97.00

**STATE OF NEVADA
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Out of State Travel	Total:	\$0.00
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Operating					Total:	\$581.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Copier Lease	\$15.00	1.0	12.0	\$180.00	L	
Office supplies (papers, folders, etc.), postage, and copier are needed for informational packets and materials provided to the case review team.						
Postage	\$5.00	1.0	12.0	\$60.00	L	
Postage is needed for informational packets and materials provided to the case review team.						
Operating Costs	\$16.67	1.0	12.0	\$201.00	L	
Operating costs (educational materials and cards) are for clients. \$16.67/month						
Conference Calls	\$20.00	1.0	4.0	\$80.00	L	
Conference line is utilized for board members to participate remotely in meetings; \$20/call x 4 calls per year						
Office Supplies	\$5.00	1.0	12.0	\$60.00	L	
Office supplies (papers, folders, etc.), and copier are needed for informational packets and materials provided to the case review team. \$5/month						

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:	\$0.00
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								\$0.00	Y
Justification:									

TOTAL DIRECT CHARGES	\$93,725.00
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Indirect Charges	Indirect Rate:	10.0%	\$9,374.00
Indirect Methodology: Indirect rate agreement			

TOTAL BUDGET	\$103,099
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**STATE OF NEVADA
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC & BEHAVIORAL HEALTH
NOTICE OF SUBAWARD**

Applicant Name: Northern Nevada Public Health

Form 2

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Maternal Child & Adolescent Health	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED									
ENTER TOTAL REQUEST	\$103,099.00								\$103,099.00

EXPENSE CATEGORY

Personnel	\$93,047.00								\$93,047.00
Travel	\$97.00								\$97.00
Operating	\$581.00								\$581.00
Equipment	\$0.00								\$0.00
Contractual/Consultant	\$0.00								\$0.00
Training	\$0.00								\$0.00
Other Expenses	\$0.00								\$0.00
Indirect	\$9,374.00								\$9,374.00
TOTAL EXPENSE	\$103,099.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$103,099.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$9,374.00	Total Agency Budget							\$103,099.00
Percent of Subrecipient Budget									100.00%

B. Explain any items noted as pending:

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C. Program Income Calculation:

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**STATE OF NEVADA
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DIVISION OF PUBLIC & BEHAVIORAL HEALTH
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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 \$103,099.00;
- <*****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;

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 \$103,099.
- ~Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred; receipts for expenditures;
- ~Additional expenditure detail will be provided upon request from the Department.
- Additionally, the Subrecipient agrees to provide:
 - ~ 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.
 - ~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. June Request for Reimbursement is due July 12th.
 - ~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

; 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.
- § The Department agrees:
 - ~Identify specific items the program or OCPG must provide or accomplish to ensure successful completion of this project, such as:
 - 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.
 - ~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.

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<*****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. Both parties agree:
 - ~**The site visit/monitoring will occur at a minimum bi-annually if no findings from prior monitor. If findings occur, an annual site visit is required.
 - ~**The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
 - ~**All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
 - ~**This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.
- <*****The Subrecipient will, in the performance of the Scope of Work specified in this subaward, perform functions and/or activities that could involve confidential information; therefore, the Subrecipient is requested to fill out Section G, which is specific to this subaward, and will be in effect for the term of this subaward.
- <*****All reports of expenditures and requests for reimbursement processed by the Department are SUBJECT TO AUDIT.
- <*****This subaward agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subaward, provided the termination shall not be effective until 30 days after a party has served written notice upon the other party. This agreement may be terminated by mutual consent of both parties or unilaterally by either party without cause. The parties expressly agree that this Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

Financial Reporting Requirements

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

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**SECTION D
Request for Reimbursement**

<u>Program Name:</u> Maternal Child & Adolescent Health	<u>Subrecipient Name:</u> Northern Nevada Public Health
<u>Address:</u> 4150 Technology Way, Carson City, Nevada 89706	<u>Address:</u> 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
<u>Subaward Period:</u> 10/01/2024 - 09/30/2025	<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	\$93,047.00	\$0.00	\$0.00	\$0.00	\$93,047.00	0.00%
2. Travel	\$97.00	\$0.00	\$0.00	0.0000	\$97.00	0.00%
3. Operating	\$581.00	\$0.00	\$0.00	\$0.00	\$581.00	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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
8. Indirect	\$9,374.00	\$0.00	\$0.00	\$0.00	\$9,374.00	0.00%
Total	\$103,099.00	\$0.00	\$0.00	\$0.00	\$103,099.00	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

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