



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

<u>Non-Federal Source Of Funds</u>	<u>% Funds</u>	<u>Amount</u>	<u>Budget Account</u>	<u>Category</u>	<u>GL</u>	<u>Function</u>	<u>Sub-Org</u>
General	100.00	\$278,960.00	3155	29	8516	NA	NA
<b><u>Job Number:</u></b> GFUND		<b><u>Description:</u></b> GFUND					

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

**Scope of work is an attached document shown below**

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

**SECTION B**

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

EDÁ[ { ^Á•æ &•ËÁ æ Á^Á@]] ~|ÁÁ•^~|Á Á!| çá^ÁÁ|á~Á~{ { æ^Á-Á@Á!| b&ç!|Á Á ç) ËÁV@ Á ÁÁ@ Áá&^ç) Á-Á@Áæ ç!Á-Á@Á~ àæ æáÁV@ Á^Á&ç) Á@~|áÁ^Á!æ} Á Á[ { ]|ÁÁ sentences.

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

**Scope of Work for Northern Nevada Public Health**

Primary Goal: Provide reproductive health services and vaccines.

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Please see attached.	Please see attached.	06/30/2026	Please see attached.

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

## Account for Family Planning Program Scope of Work Template

Date: 3/10/2025 Version: 0.2

### Account for Family Planning Scope of Work for Northern Nevada Public Health July 1, 2025- June 30, 2026

<b>Baseline Narrative:</b> Provide Client-Centered, Quality Family Planning Services promoting optimal Health Outcomes						
<b>Expected Outcomes:</b> Increase <i>each</i> client's education and understanding of sexual and overall health						
<b>Goal 1</b>						
<b>Objective</b>	<b>Activities</b>	<b>Outputs</b>	<b>Timeline Begin/Completion</b>	<b>Target Population</b>	<b>Evaluation Measure (indicator)</b>	<b>Evaluation Tool</b>
Carry out a project that maximizes access to available services by providing recommended vaccinations to all clients, approximately 3,000 as part of the family planning sexual health visit for all clients.	<p>Provide education on the importance of HPV vaccination for cancer prevention and provide HPV vaccine to unvaccinated family planning clients over age 18.</p> <p>Provide education on the importance of Hepatitis A and Hepatitis B vaccination for disease prevention and preconception health and provide Twinrix vaccine to unvaccinated family planning clients over the age of 18 who are at risk for Hepatitis A and Hepatitis B,</p>	<p>Promote awareness of the importance of HPV vaccination.</p> <p>Provide the client's status of vaccination and improve overall health of low income and/or at risk, individuals.</p> <p>Promote awareness of the importance of Hepatitis A and B vaccination.</p> <p>Provide the client's status of vaccination and improve overall health of low income and/or at risk, individuals</p>	Provide a quarterly report on the 15 <sup>th</sup> of each month following the end of the quarter for services provided. July 1, 2025-June 30, 2026.	Family Planning Sexual Health Clients over age 18	<p>Information to be included in all quarterly reports. [All non-identifiable patient data must be reported broken down by the following and within the provided Excel Document given out by the program coordinator:</p> <ul style="list-style-type: none"> <li>-Age broken out by the following categories: up to 17, 18-44, 45 and older.</li> <li>-Race: non-Hispanic Native American, Hispanic, non-Hispanic white, non-Hispanic Black, non-Hispanic Asian, Non-Hispanic Native Hawaiian/ Other Pacific Islander, Unknown, Multiple Races, or Other</li> <li>-Gender identity</li> <li>- Insurance status</li> <li>- Federal Poverty Level (FPL)</li> <li>- Zip code</li> </ul> <p>All Services provided using AFP funds must be broken down by the following: Birth Control:</p> <ul style="list-style-type: none"> <li>-Voluntary sterilizations</li> <li>-Surgical sterilizations for women</li> <li>-implantable rods</li> <li>-Copper-Based Intrauterine devices</li> <li>-Progesterone-based intrauterine devices</li> <li>-Injections</li> <li>-combined estrogen- and progestin- based drugs</li> <li>-Progestin based drugs</li> </ul>	<p>Quarterly reports due on: SFY26 October 15, 2025 January 15, 2026 April 15, 2026 June 30, 2026</p> <p>Data must be reported on the excel sheet provided by DPBH Staff</p>

	<p>including but not limited to, having more than one sex partner in 6 months, having sexual contact with infected people, having cirrhosis or chronic hepatitis C, using intravenous (IV) drugs.</p> <p>Provide education on the importance of Tdap vaccination for disease prevention and perception health and provide Tdap vaccine to unvaccinated family planning clients over the age of 18 to optimize preconception health.</p> <p>Provide education on the importance of Influenza vaccine for disease prevention and preconception health and Provide Influenza vaccine to unvaccinated family planning clients to optimize preconception health.</p>	<p>Promote awareness of the importance of Tdap vaccination. Provide the client's status of vaccination and improve overall health of low income and/or at risk, individuals.</p> <p>Promote awareness of the importance of Influenza vaccine for disease prevention. Provide the client's status of vaccination and improve overall health of low income and/or at risk, individuals.</p>			<p>-Extended or continuous-regimen drugs          -Estrogen- and progestin-based patches          -Vaginal contraceptive rings          -diaphragms with spermicide          -sponges with spermicide          -cervical caps with spermicide          -Condoms          -Spermicide          -combined estrogen and progestin-based drugs for emergency contraception or progestin-based drugs for emergency contraception          -Ulipristal acetate for emergency contraception          Referrals:          -preconception health services and assistance to achieve pregnancy          -testing and treatment of sexually transmitted infections          -consultation, examination, treatment, genetic counseling, and prescriptions for the purpose of family planning          Vaccinations:          -any vaccinations recommended by the advisory committee on Immunization Practices of the Centers for Disease Control and Prevention of the United States Department of Health and Human Services</p>	
The Family Planning Sexual Health Program (FPSHP) will provide Long	Provide hormonal implants, IUDs, injections, oral contraceptives and STI testing and treatment services, including	Provide awareness education and choices regarding pregnancy planning and sexually	Provide a quarterly report on the 15 <sup>th</sup> of each month following the end of the quarter for services provided.		<p>Information to be included in all quarterly reports.          [All non-identifiable patient data must be reported broken down by the following and within the provided Excel Document given out by the program coordinator:</p>	<p>Quarterly reports due on:          SFY26          October 15, 2025</p>

Acting Reversible Contraception (LARCs), Oral Contraception, Injectable Contraception, to include hormonal implants Intrauterine Devices (IUDs), Depos to all clients approximately 3000 visits annually, interested in these services. The FPSHP will provide STI testing and treatment services to include PrEP and PEP for the sexual health of clients interested in these services approximately 3000 visits annually.	PrEP and PEP for Family Planning Sexual Health clients.	transmitted diseases	July 1, 2025-June 30, 2026.		<p>-Age broken out by the following categories: up to 17, 18-44, 45 and older.</p> <p>-Race: non-Hispanic Native American, Hispanic, non-Hispanic white, non-Hispanic Black, non-Hispanic Asian, Non-Hispanic Native Hawaiian/ Other Pacific Islander, Unknown, Multiple Races, or Other</p> <p>-Gender identity</p> <p>- Insurance status</p> <p>- Federal Poverty Level (FPL)</p> <p>- Zip code</p> <p>All Services provided using AFP funds must be broken down by the following:</p> <p>Birth Control:</p> <p>-Voluntary sterilizations</p> <p>-Surgical sterilizations for women</p> <p>-implantable rods</p> <p>-Copper-Based Intrauterine devices</p> <p>-Progesterone-based intrauterine devices</p> <p>-Injections</p> <p>-combined estrogen- and progestin- based drugs</p> <p>-Progestin based drugs</p> <p>-Extended or continuous-regimen drugs</p> <p>-Estrogen- and progestin-based patches</p> <p>-Vaginal contraceptive rings</p> <p>-diaphragms with spermicide</p> <p>-sponges with spermicide</p> <p>-cervical caps with spermicide</p> <p>-Condoms</p> <p>-Spermicide</p> <p>-combined estrogen and progestin-based drugs for emergency contraception or progestin-based drugs for emergency contraception</p> <p>-Ulipristal acetate for emergency contraception</p> <p>Referrals:</p> <p>-preconception health services and assistance to achieve pregnancy</p> <p>-testing and treatment of sexually transmitted infections</p> <p>-consultation, examination, treatment, genetic counseling, and prescriptions for the purpose of family planning</p> <p>Vaccinations:</p> <p>-any vaccinations recommended by the advisory committee on Immunization Practices of the Centers for Disease Control and</p>	<p>January 15, 2026</p> <p>April 15, 2026</p> <p>June 30, 2026</p> <p>Data must be reported on the excel sheet provided by DPBH Staff</p>
---	---	----------------------	-----------------------------	--	---	---

					Prevention of the United States Department of Health and Human Services	
NNPH will participate in quarterly check in calls with the Program coordinator to monitor progress and address success and challenges.	Discuss success and challenges with Program Coordinator in 4 quarterly calls to be scheduled	Quarterly reports completed and submitted timely	Provide a quarterly report on the 15 <sup>th</sup> of each month following the end of the quarter for services provided. July 1, 2025-June 30, 2026.		# of quarterly reports submitted timely List of attendees Meeting notes	



**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 # from . Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor ~~it~~.

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number from .

Subrecipient agrees to adhere to the following budget:

<b>Total Personnel Costs</b> including fringe							<b>Total:</b> \$219,801.00
<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>
Alejandra Rosales, Community Health Aide, PCN 70002185	\$72,162.57	57.89%	100.00%	12.00	100.00%	\$113,937.48	L L
Room patients, take vitals, perform translation and assist Providers as necessary							
Nafisha Sheldon, Public Health Nurse I, PCN 70010650	\$94,025.11	50.12%	75.00%	12.00	100.00%	\$105,862.87	L L
Perform forecasting, dispensing, and administering immunizations and contraceptives; testing and treatment for sexually transmitted disease; education and follow up.							

<b><u>In-State Travel</u></b>	<b>Total:</b> \$0.00
-------------------------------	----------------------

<b><u>Out of State Travel</u></b>	OSMot Days	<b>Total:</b> \$0.00
-----------------------------------	------------	----------------------

<b>Operating</b>						<b>Total:</b> \$24,600.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
HPV Vaccines	\$305.00	50.0	1.0	\$15,250.00	L	
To provide vaccines for clients promoting health and well being.						
Flu Vaccines	\$18.00	50.0	1.0	\$900.00	L	
To provide vaccines for clients promoting health and well being.						
Tdap Vaccination	\$37.00	50.0	1.0	\$1,850.00	L	
To provide vaccines for clients promoting health and well being.						
TwinRX	\$110.00	60.0	1.0	\$6,600.00	L	
To provide vaccines for clients promoting health and well being.						

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

Equipment					Total:	\$300.00
	Amount	# of FTE or Units	# of Months or Occurrences	Cost	Subject to Indirect?	
Data Logger	\$300.00	1	1	\$300.00	L	
For vaccine storage						

<b>Contractual/Contractual and all Pass-thru Subawards</b>	<b>Total:</b>	<b>\$0.00</b>
--	---------------	---------------

<b>Training</b>	<b>Total:</b>	<b>\$0.00</b>
-----------------	---------------	---------------

Other					Total:	\$0.00
				\$0.00	Y	
Justification:						

<b>TOTAL DIRECT CHARGES</b>	<b>\$244,701.00</b>
-----------------------------	---------------------

<b>Indirect Charges</b>	Indirect Rate:	14.0%	<b>\$34,259.00</b>
Indirect Methodology: NNPH Indirect Cost Rate for administration has approved to use 13.991%			

<b>TOTAL BUDGET</b>	<b>\$278,960</b>
---------------------	------------------

**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**

<b>FUNDING SOURCES</b>	Family Planning	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED	\$219,960.00								
ENTER TOTAL REQUEST	\$278,960.00								\$278,960.00

**EXPENSE CATEGORY**

Personnel	\$219,801.00								\$219,801.00
Travel	\$0.00								\$0.00
Operating	\$24,600.00								\$24,600.00
Equipment	\$300.00								\$300.00
Contractual/Consultant	\$0.00								\$0.00
Training	\$0.00								\$0.00
Other Expenses	\$0.00								\$0.00
Indirect	\$34,259.00								\$34,259.00
TOTAL EXPENSE	\$278,960.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$278,960.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
Total Indirect Cost	\$34,259.00	Total Agency Budget							\$278,960.00
Percent of Subrecipient Budget									100.00%

**B. Explain any items noted as pending:**

--

**C. Program Income Calculation:**

--

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

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

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 \$278,960.00;
- < 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;  
Provide receipts or other proof of purchase/payment for all expenditures.  
The June 2026 RFR is due by July 10, 2026.; 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.
  - \$ AFP will provide technical assistance, upon request from the Subrecipient;
  - AFP will provide prior approval of reports/documents developed with subaward funds;
  - AFP will develop reports for publication using data and narrative information submitted by the subrecipient.
- < The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

**Both parties agree:**

- < The site visit/monitoring schedule may be clarified here. The site visit/monitor will occur every other year at minimum IF no findings from prior monitor and based on an internal risk assessment. 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 the date of termination. Agreement shall be terminated immediately if for any reason the Department, state, and/or federal funding ability to satisfy this Agreement is withdrawn, limited, or impaired.

**Financial Reporting Requirements**

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

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

**SECTION D  
Request for Reimbursement**

<b>Program Name:</b> Family Planning	<b>Subrecipient Name:</b> Northern Nevada Public Health
<b>Address:</b> 4150 Technology Way, Carson City, Nevada 89706	<b>Address:</b> 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
<b>Subaward Period:</b> 07/01/2025 - 06/30/2026	<b>Subrecipient's:</b> 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	\$219,801.00	\$0.00	\$0.00	\$0.00	\$219,801.00	0.00%
2. Travel	\$0.00	\$0.00	\$0.00	0.0000	\$0.00	0.00%
3. Operating	\$24,600.00	\$0.00	\$0.00	\$0.00	\$24,600.00	0.00%
4. Equipment	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	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	\$34,259.00	\$0.00	\$0.00	\$0.00	\$34,259.00	0.00%
<b>Total</b>	<b>\$278,960.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$278,960.00</b>	<b>0.00%</b>
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):

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

**SECTION E**

**Audit Information Request**

1. Non-Federal entities that **expend** \$1,000,000.00 or more in total federal awards are required to have a single or program-specific audit conducted by an independent accounting firm.  
☐ Yes ☐ No
2. Did your organization expend \$1,000,000 or more in all federal awards during your organization's most recent fiscal year? ☐ Yes ☐ No
3. When does your organization's fiscal year end? \_\_\_\_\_
4. What is the official name of your organization? \_\_\_\_\_
5. How often is your organization audited? \_\_\_\_\_
6. When was your last audit performed? \_\_\_\_\_
7. What time-period did your last audit cover? \_\_\_\_\_
8. Which accounting firm conducted your last audit? \_\_\_\_\_

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

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

**SECTION F**

**Current or Former State Employee Disclaimer**

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

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

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

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

Name

Services

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

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

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

**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



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

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,

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

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

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

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.

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

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.**

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

**Section H is not applicable for this Subaward**