



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

Agency Ref. #: SG-2025-00657
 Budget Account: 3215

NOTICE OF SUBAWARD

Program Name: Office of HIV Office of HIV/Ryan White Isabell Santillan-Rowland / irowland@health.nv.gov	Subrecipient's Name: Northern Nevada Public Health Jennifer Howell / jhowell@nnph.org
Address: 2290 S Jones Blvd Ste 110 Las Vegas , Nevada 89146	Address: 1001 E 9Th St Bldg B Reno, Nevada, 89512-2845
Subaward Period: 2024-08-01 through 2025-05-31	Subrecipient's: EIN: 88-6000138 Vendor #: T40283400Q UEI #: GPR1NY74XPQ5

Purpose of Award: The purpose of this subgrant is to support HIV surveillance services in Washoe County.

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

Approved Budget Categories

1. Personnel	\$68,141.00
2. Travel	\$0.00
3. Operating	\$0.00
4. Equipment	\$0.00
5. Contractual/Consultant	\$0.00
6. Training	\$0.00
7. Other	\$0.00
TOTAL DIRECT COSTS	\$68,141.00
8. Indirect Costs	\$6,815.00
TOTAL APPROVED BUDGET	\$74,956.00

- Terms and Conditions:**
 In accepting these grant funds, it is understood that:
- This award is subject to the availability of appropriated funds.
 - Expenditures must comply with any statutory guidelines, the DHHS Grant Instructions and Requirements, and the State Administrative Manual.
 - Expenditures must be consistent with the narrative, goals and objectives, and budget as approved and documented.
 - Subrecipient must comply with all applicable Federal regulations.
 - Quarterly progress reports are due by the 15th of each month following the end of the quarter, unless specific exceptions are provided in writing by the grant administrator.
 - Financial Status Reports and Requests for Funds must be submitted monthly, unless specific exceptions are provided in writing by the grant administrator.

Incorporated Documents:

- | | |
|--|---|
| 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 Kinglsey, District Health Officer	<i>Chad Kinglsey</i>	9/20/2024
Lyell Collins, Bureau Chief	<i>Tory Johnson</i>	9/24/2024
for Cody Phinney Administrator, DPBH	<i>Cody Phinney</i>	9/24/2024

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Federal Award Computation		Match	
Total Obligated by this Action:	\$74,956.00	Match Required <input type="checkbox"/> Y <input checked="" type="checkbox"/> N	0.00%
Cumulative Prior Awards this Budget Period:	\$0.00	Amount Required this Action:	\$0.00
Total Federal Funds Awarded to Date:	\$74,956.00	Amount Required Prior Awards:	\$0.00
		Total Match Amount Required:	\$0.00
Research and Development <input type="checkbox"/> Y <input checked="" type="checkbox"/> N			
Federal Budget Period		Federal Project Period	
8/1/2024 through 5/31/2025		8/1/2024 through 5/31/2029	
FOR AGENCY USE ONLY			
FEDERAL GRANT #: 1 NU62PS924828-01-00	Source of Funds: (Cat 18) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal	% Funds: 100.00	CFDA: 93.940
			FAIN: NU62PS924828
			Federal Grant Award Date by Federal Agency: 7/17/2024
Budget Account	Category	GL	Function
3215	18	8516	0
			Sub-org
			SV
			Job Number
			9394023

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SECTION A

GRANT CONDITIONS AND ASSURANCES

General Conditions

1. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Recipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Department of Health and Human Services (hereafter referred to as "Department") shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Recipient is an independent entity.
2. The Department or Recipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the Department or Recipient from its obligations under this Agreement.
 - The Department may, in its discretion, amend this Agreement to conform with federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the Department and Recipient.
3. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial terminations of the Scope of Work in Section B may only be undertaken with the prior approval of the Department. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by the Recipient under this Agreement shall, at the option of the Department, become the property of the Department, and the Recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.
 - The Department may also suspend or terminate this Agreement, in whole or in part, if the Recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Department may declare the Recipient ineligible for any further participation in the Department's grant agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Recipient is in noncompliance with any applicable rules or regulations, the Department may withhold funding.

Grant Assurances

A signature on the cover page of this packet indicates that the applicant is capable of and agrees to meet the following requirements, and that all information contained in this proposal is true and correct.

1. Adopt and maintain a system of internal controls which results in the fiscal integrity and stability of the organization, including the use of Generally Accepted Accounting Principles (GAAP).
2. Compliance with state insurance requirements for general, professional, and automobile liability; workers' compensation and employer's liability; and, if advance funds are required, commercial crime insurance.
3. These grant funds will not be used to supplant existing financial support for current programs.
4. No portion of these grant funds will be subcontracted without prior written approval unless expressly identified in the grant agreement.
5. Compliance with the requirements of the Civil Rights Act of 1964, as amended, and the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
6. Compliance with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted there under contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
7. Compliance with the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Compliance with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for grantees that expend \$750,000 or more in Federal awards during the grantee's fiscal year must have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular.
To acknowledge this requirement, Section E of this notice of subaward must be completed.
9. Certification that neither the Recipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
10. No funding associated with this grant will be used for lobbying.

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11. Disclosure of any existing or potential conflicts of interest relative to the performance of services resulting from this grant award.
12. Provision of a work environment in which the use of tobacco products, alcohol, and illegal drugs will not be allowed.
13. An organization receiving grant funds through the Department of Health and Human Services shall not use grant funds for any activity related to the following:
- Any attempt to influence the outcome of any federal, state or local election, referendum, initiative or similar procedure, through in-kind or cash contributions, endorsements, publicity or a similar activity.
 - Establishing, administering, contributing to or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative or similar procedure.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation; or
 - The enactment or modification of any pending federal, state or local legislation, through communication with any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
 - Any attempt to influence the introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity through communication with any officer or employee of the United States Government, the State of Nevada or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
 - Any attempt to influence:
 - The introduction or formulation of federal, state or local legislation;
 - The enactment or modification of any pending federal, state or local legislation; or
 - The introduction, formulation, modification or enactment of a federal, state or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity, **by preparing, distributing or using** publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.
 - Legislative liaison activities, including, without limitation, attendance at legislative sessions or committee hearings, gathering information regarding legislation and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
 - Executive branch liaison activities, including, without limitation, attendance at hearings, gathering information regarding a rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity and analyzing the effect of the rule, regulation, executive order, program, policy or position, when such activities are carried on in support of or in knowing preparation for an effort to engage in an activity prohibited pursuant to subsections 1 to 5, inclusive.
14. An organization receiving grant funds through the Nevada Department of Health and Human Services may, to the extent and in the manner authorized in its grant, use grant funds for any activity directly related to educating persons in a nonpartisan manner by providing factual information in a manner that is:
- Made in a speech, article, publication, or other material that is distributed and made available to the public, or through radio, television, cable television or other medium of mass communication; and
 - Not specifically directed at:
 - Any member or employee of Congress, the Nevada Legislature or a local governmental entity responsible for enacting local legislation;
 - Any governmental official or employee who is or could be involved in a decision to sign or veto enrolled legislation; or
 - Any officer or employee of the United States Government, the State of Nevada or a local governmental entity who is involved in introducing, formulating, modifying or enacting a Federal, State or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Nevada or a local governmental entity.

This provision does not prohibit a recipient or an applicant for a grant from providing information that is directly related to the grant or the application for the grant to the granting agency.

To comply with reporting requirements of the Federal Funding and Accountability Transparency Act (FFATA), the sub-grantee agrees to provide the Department with copies of all contracts, sub-grants, and or amendments to either such documents, which are funded by funds allotted in this agreement.

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

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SECTION B

Description of Services, Scope of Work and Deliverables

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

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

Scope of Work for Northern Nevada Public Health

Primary Goal: Strategy 1: Systematically collect, analyze, interpret, and disseminate human immunodeficiency virus (HIV) data to characterize trends in HIV infection, detect active HIV transmission, implement public health interventions, and evaluate public health response.

Objective	Activities	Due Date	Documentation Needed
1. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to maintain a complete, timely, and accurate measure of the number of persons in need of HIV prevention, care, and treatment services.	Through Nevada Electronic Review Database System (NERDS), review and action all labs received within 30 days of the electronic laboratory reporting (ELR) received date.	05/31/2025	NNPH monthly NERDS database review of ELR status.
2. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to maintain a complete, timely, and accurate measure of the number of persons in need of HIV prevention, care, and treatment services.	Complete an in-person or medical record review for 100% of reported or confirmed HIV cases.	05/31/2025	NERDS database review.
3. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to maintain a complete, timely, and accurate measure of the number of persons in need of HIV prevention, care, and treatment services.	Maintain and ensure all laboratory results for confirmed cases are exported to eHARS within 30 days of the diagnosis to include: confirmatory tests, CD4 counts, viral loads, and nucleotide sequencing.	05/31/2025	Number of results not entered within 30 days. Semi-annual program data report.

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4. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to maintain a complete, timely, and accurate measure of the number of persons in need of HIV prevention, care, and treatment services.	Using eHARS, evaluate and ensure that = 97% of HIV cases will meet the surveillance case definition within a diagnosis year.	05/31/2025	Number of HIV cases meeting the surveillance case definition. Semi-annual program data report.
5. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to maintain a complete, timely, and accurate measure of the number of persons in need of HIV prevention, care, and treatment services.	Perform CDC SOUNDEX match and record search to obtain relevant case information (diagnosing status, residence of diagnosis, facility of diagnosis, diagnosing labs, OOH stateno, etc.) and update duplicate status within eHARS record.	05/31/2025	NNPH eHARS database review.
6. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to monitor ELR for all HIV testing, CD4 counts, and viral loads reported by providers.	Ensure timelines of HIV case findings are reported within six (6) months following diagnosis and maintain the = 90% of the expected number of cases for a diagnostic year.	05/31/2025	Number of HIV cases reported within six (6) months. Semi-annual program data report.
7. NNPH will utilize the technical guidance provided by the HIV Surveillance Program to identify all stages of HIV infection to include acute and stage 0.	Per Nevada Revised Statues (NRS) and Nevada Administrative Code (NAC), monitor and follow-up with providers and/or laboratories who do not report positive HIV test results.	05/31/2025	Number of reporting providers. Number of provider education interactions. Semi-annual program data report.
8. NNPH will utilize technical guidance provided by the HIV Surveillance Program to collect and link death certificate records on persons with HIV infection.	Collaborate with NNPH Vital Records to obtain a reporting mechanism that will identify unreported HIV deaths. The mechanism will follow technical guidance, collect all appropriate data from death certificate records and update eHARS accordingly.	05/31/2025	Number of records obtained from NNPH Vital Records. Number of records updated in eHARS. Semi-annual program data report.
9. NNPH will utilize the technical guidance manual provided by the HIV Surveillance Program to conduct a risk factor assessment and investigation on individuals exposed to HIV.	Ensure that more than 80% of HIV incident cases contain a transmission category in the Confidential Case Report Form (CCRF) are entered in eHARS.	05/31/2025	NNPH eHARS database review.
10. NNPH will utilize the technical guidance manual provided by the HIV Surveillance Program to conduct a risk factor assessment and investigation on individuals exposed to HIV.	Using the CCRF, investigate and report to the HIV Surveillance Programs rare or unusual patient information on all cases of public health importance (COPHI) such as occupational exposure, human bite, tattoo, blood transfusion, or transplant recipient. (These cases are a priority for investigation and follow-up.)	05/31/2025	Number of CCRFs completed. Number of COPHI cases. Number of investigations and follow-ups of COPHI. Semi-annual program data report.

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Goal: Strategy 2: Identify persons with HIV infection and uninfected persons at risk for HIV.

Objective	Activities	Due Date	Documentation Needed
1. NNPH will utilize Partner Services data to identify persons diagnosed with an STI and HIV while not receiving HIV care.	Conduct Partner Services review for = 85% of persons with newly diagnosed HIV infection and persons previously diagnosed with the HIV infection.	05/31/2025	NNPH, eHARS, and Partner Services database review.
2. NNPH will utilize Partner Services data to identify persons diagnosed with an STI and HIV while not receiving HIV care.	Use Partner Services data to identify and ensure HIV positive persons, clusters, contacts and out of care partners are provided relinkages to care.	05/31/2025	Partner Services database review.
3. NNPH will utilize Partner Services data to identify persons diagnosed with an STI and HIV while not receiving HIV care.	Identify, track, and analyze STD and HIV data to detect and match cases and contacts to locate areas of highest infection rates and provide intervention efforts.	05/31/2025	eHARS and Partner Services database review.
4. NNPH will utilize Partner Services data to identify persons diagnosed with an STI and HIV while not receiving HIV care.	Ensure all eHARS and Statenos are uploaded and/or entered in Partner Services Web.	05/31/2025	eHARS and Partner Services database review.
5. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to identify persons living with HIV who need HIV medical care or other services and facilitate linkage to care for Data-to-Care (D2C) activities.	Develop a process to identify, track, and report persons diagnosed with HIV, not receiving HIV medical care, or persons not virally suppressed.	05/31/2025	Number of cases out of care >1 year and cases not virally suppressed.
6. NNPH will utilize the technical guidance manuals provided by the HIV Surveillance Program to identify persons living with HIV who need HIV medical care or other services and facilitate linkage to care for Data-to-Care (D2C) activities.	Using eHARS, identify pregnant women or mothers in need of medical care and their children who have been diagnosed with HIV and may need medical care or other services for either the mother or infant.	05/31/2025	Number of infants. Number of infants and mothers in need of care. Program data report.

Goal: Strategy 3: Develop, maintain, and implement an HIV Transmission, Cluster and Outbreak Response Plan.

Objective	Activities	Due Date	Documentation Needed
1. The State will identify and NNPH will investigate all HIV transmission clusters and outbreaks.	The State will notify NNPH through eHARS and Partner Services to investigate and respond to all HIV transmission clusters and outbreaks. This will be done by identifying laboratory results, molecular data, and contact investigations identified by the criteria outlined in the CDC Cluster and Outbreak Response Plan.	05/31/2025	Number of contact investigations once response is initiated. Attempts at contact. Reporting only if response initiated.

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2. NNPH will utilize the technical guidance provided by the HIV Surveillance Program to develop and implement an HIV Transmission Clusters & Outbreak Response Plan.	Implement, maintain, and update (as needed), an Overall Response Party (ORP) approved Cluster and Outbreak Response Plan based on the CDC national model on potential outbreak zones.	05/31/2025	NNPH Outbreak Response Plan provided to state annually
3. NNPH will utilize the technical guidance provided by the HIV Surveillance Program to develop and implement an HIV Transmission Clusters & Outbreak Response Plan.	Based upon the HIV Transmission Outbreak Response Plan, implement internal & external capacity to identify, prioritize, review, investigate, and intervene in clusters and outbreaks.	05/31/2025	Number of clusters and outbreaks once response is initiated. Outbreak Response Plan and priority grid submit annually.

Goal: Strategy 4: Provide comprehensive HIV- related prevention services for people living with diagnosed HIV infection.

Objective	Activities	Due Date	Documentation Needed
1. NNPH will use D2C activities and other strategies to provide linkage to, re-engagement in, and retention in HIV medical services.	Develop a process to identify individuals with HIV who are not receiving medical services or other prioritized groups, such as persons not virally suppressed, who provide a list of HIV-positive individuals potentially not in follow-up care.	05/31/2025	NNPH, eHARS, and Partner Services database review.
2. NNPH will use D2C activities and other strategies to provide linkage to, re-engagement in, and retention in HIV medical services.	Using and data extracted by the state and eHARS, analyze the data for People living with HIV (PLWH) and ensure that = 90% are retained in medical care.	05/31/2025	Number retained in care. Semi-annual data report.
3. NNPH will monitor laboratory testing to increase HIV viral load suppression and monitor HIV drug resistance tests among PLWH.	Using laboratory data provided by the Office of HIV, identify, and confirm PLWH with an elevated viral load =200 VL and initiate interventions = 1 year after the HIV diagnosis.	05/31/2025	Number of PLWH identified. PLWH not in care. Number of initiated interventions. Semi-annual data report.

Goal: Strategy 5. Conduct perinatal HIV prevention and surveillance activities.

Objective	Activities	Due Date	Documentation Needed
1. NNPH will follow the CDC guidelines provided by the HIV Surveillance Program to develop and implement a standard operating procedure to identify and follow-up on perinatal HIV-exposed infants	Through the Perinatal HIV Exposure Report (PHER), ensure that = 85% of HIV-exposed infants have an HIV infection status determined by 18 months of age.	05/31/2025	Number of exposed infants and those with status by 18 months. Semi-annual data report.

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2. NNPH will utilize the technical guidance provided by the HIV Surveillance Program will collect and manage pediatric HIV surveillance.	Notify all newly diagnosed pregnant women of their HIV infection within 72 hours of the date of the laboratory through ELR.	05/31/2025	Number of newly diagnosed women and those notified within 72 hours. Semi-annual data report.
3. NNPH will utilize the technical guidance provided by the HIV Surveillance Program will collect and manage pediatric HIV surveillance.	Identify and report perinatal-HIV acquired infections born within the State to include the year of birth.	05/31/2025	Immediately report the number of infections.

Goal: Strategy 6: Implement structural strategies to support and facilitate HIV surveillance and prevention.

Objective	Activities	Due Date	Documentation Needed
1. NNPH staff will participate and complete a minimum of two (2) continue education trainings.	Participate in the Data Security and Confidentiality Guidelines training through the DPBH Security and Confidentiality training.	05/31/2025	Certificates maintained by NNPH.
2. NNPH staff will participate and complete a minimum of two (2) continue education trainings.	The Disease Intervention Specialist (DIS) will participate in the CDC supported Passport to Partner Services training course or other CDC approved Partner Services training.	05/31/2025	Certificates maintained by NNPH.
3. NNPH staff will participate in quarterly data quality assurance meetings.	Quarterly data quality assurance meetings will be held.	05/31/2025	Meeting attendance.

Goal: Strategy 7: Respond quickly to HIV clusters and outbreaks to address gaps and inequities in services for communities who need them.

Objective	Activities	Due Date	Documentation Needed
1. Develop and maintain a cross-program CDR leadership and coordination group to oversee CDR activities.	Work with the State to maintain a CDR plan and update plan at least annually.	05/31/2025	Numbers of CDR workgroup group meetings.
2. Develop and maintain a cross-program CDR leadership and coordination group to oversee CDR activities.	Meet routinely to review and prioritize clusters, determine actions for cluster response, identify and address gaps and inequities in prevention and care.	05/31/2025	Numbers of CDR workgroup group meetings.
3. Communicate and collaborate about CDR.	Share summary information about clusters and CDR activities	05/31/2025	Numbers of meetings sharing about CDR.
4. Conduct activities to detect and prioritize cluster identification	Analyze, link, and review data to detect and prioritize clusters for further investigation and response.	05/31/2025	Time space analysis completed monthly.
5. Conduct activities to detect and prioritize cluster identification	Ensure compliance with data protections and, where needed, improve processes or procedures to protect privacy & confidentiality.	05/31/2025	100% completion rate of Data & Security Confidentiality Training.

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6. Respond to prioritized clusters and outbreaks to identify and address gaps and inequities in services.	Respond to prioritized clusters and outbreaks to identify and address gaps and inequities in prevention and care services at individual, network, and systems levels.	05/31/2025	Numbers of CDR Workgroups to discuss gaps in services.
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Goal: Strategy 8: Conduct HIV surveillance activities as described in the Technical Guidance (TG) for HIV Surveillance Programs to ensure accurate, timely, and actionable data. All activities in this strategy are required.

Objective	Activities	Due Date	Documentation Needed
1. Conduct Data Collection and Reporting.	Collect HIV surveillance data for all people with diagnosed HIV infection using active and passive surveillance methods [TG Reporting file], according to the standards defined in the Adult HIV Confidential Case Report Form [TG ACRF file] and Pediatric HIV Confidential Case Report Form [TG PCRf file].	05/31/2025	Maintain eHARS.
2. Maintain Data Systems and Conduct Data Management Activities.	Transfer HIV surveillance data to CDC and process acknowledgement in required format by required deadlines.	05/31/2025	Number of data transfers.
3. Conduct Data Analysis, Dissemination and Evaluation.	Conduct routine assessments to ensure that HIV surveillance data and activities follow data security and confidentiality guidelines. Ensure that data is maintained, protected, secure, and confidential.	05/31/2025	Number of surveillance quarterly workgroup.
4. Conduct Data Analysis, Dissemination and Evaluation.	Engage with community, care providers and other partners to increase awareness of the regulations, practices, uses and protections of HIV surveillance data.	05/31/2025	Number of data release publications.
5. Support Data for Action and Special Considerations.	Routinely analyze HIV surveillance data for public health action.	05/31/2025	Number of surveillance quarterly workgroup meetings.

Goal: Strategy 9: Administrative

Objective	Activities	Due Date	Documentation Needed
1. Programmatic Reporting	The Subgrantee will submit to the HIV Surveillance narrative and statistical reports in a format established by the HIV Prevention and Surveillance Program and the CDC.	05/31/2025	Reports
2. Fiscal	The Subgrantee must submit a Request for Reimbursement (RFR) monthly, no later than the 15th of the following month via FedEx or email. The RFR must be on the approved form and include all back-up documentation (Please maintain a copy for your records). Electronic submission to: DPBH PREV Fiscal (PREVFiscal@health.nv.gov), Isabell Rowland (Irowland@health.nv.gov), Anh Nguyen (anh.nguyen@health.nv.gov), and Lyell S. Collin (lscollins@health.nv.gov).	05/31/2025	RFR

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

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 1 NU62PS924828-01-00 from (Cat 18) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor (Cat 18) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1 NU62PS924828-01-00 from (Cat 18) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs						including fringe		Total: \$68,141.00	
<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>		
J. Conner, Public Health Investigator II	\$92,342.00	50.15%	20.00%	10.00	83.33%	\$23,108.12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Public Health Nurse/Public Health Investigator conducts HIV surveillance activities in Washoe County to include review of reported and confirmed HIV cases, assurance of accurate and timely reporting by community providers, conduct matches with local death records, ascertain HIV risk factors for reported cases, investigate and report cases of public health importance, conduct data-to-care activities, participate in intrastate/interstate de-duplication of HIV cases, conduct perinatal HIV surveillance, identify and investigate transmission clusters/outbreaks, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensure the security and confidentiality of HIV surveillance data. Coordinator position integrates surveillance and prevention data activities to assist with grant deliverables, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensures the security and confidentiality of HIV surveillance data.									
H. Holmstadt, Public Health Investigator II	\$100,365.00	49.11%	23.72%	10.00	83.33%	\$29,574.69	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Public Health Investigator conducts HIV surveillance activities in Washoe County to include review of reported and confirmed HIV cases, assurance of accurate and timely reporting by community providers, conduct matches with local death records, ascertain HIV risk factors for reported cases, investigate and report cases of public health importance, conduct data-to-care activities, participate in intrastate/interstate de-duplication of HIV cases, conduct perinatal HIV surveillance, identify and investigate transmission clusters/outbreaks, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensure the security and confidentiality of HIV surveillance data. Coordinator position integrates surveillance and prevention data activities to assist with grant deliverables, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensures the security and confidentiality of HIV surveillance data.									
Public Health Supervisor	\$122,697.97	51.18%	10.00%	10.00	83.33%	\$15,457.49	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	
Program supervisor offers oversight on personnel and programmatic activities, offering support to meet grant deliverables.									

<u>In-State Travel</u>	Total: \$0.00
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<u>Out of State Travel</u>	Total: \$0.00
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<u>Operating</u>	Total: \$0.00
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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	<input type="checkbox"/>
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Justification:

TOTAL DIRECT CHARGES	\$68,141.00
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Indirect Charges	Indirect Rate:	10.0%	\$6,815.00
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Indirect Methodology: NNPH is charging a de minimis 10% of total direct costs.

TOTAL BUDGET	\$74,956
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Applicant Name: Northern Nevada Public Health

Form 2

PROPOSED BUDGET SUMMARY

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

FUNDING SOURCES	Office of HIV	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Other Funding	Program Income	TOTAL
SECURED	CDC PS47-0024								
ENTER TOTAL REQUEST	\$74,956.00								\$74,956.00

EXPENSE CATEGORY

Personnel	\$68,141.00								\$68,141.00
Travel	\$0.00								\$0.00
Operating	\$0.00								\$0.00
Equipment	\$0.00								\$0.00
Contractual/Consultant	\$0.00								\$0.00
Training	\$0.00								\$0.00
Other Expenses	\$0.00								\$0.00
Indirect	\$6,815.00								\$6,815.00
TOTAL EXPENSE	\$74,956.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$74,956.00
These boxes should equal 0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$3.00
Total Indirect Cost	\$6,815.00	Total Agency Budget							\$74,956.00
		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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- Department of Health and Human Services policy allows no more than 10% flexibility of the total not to exceed amount of the subaward, within the approved Scope of Work/Budget. Subrecipient will obtain written permission to redistribute funds within categories. **Note: the redistribution cannot alter the total not to exceed amount of the subaward. Modifications in excess of 10% require a formal amendment.**
- Equipment purchased with these funds belongs to the federal program from which this funding was appropriated and shall be returned to the program upon termination of this agreement.
- Travel expenses, per diem, and other related expenses must conform to the procedures and rates allowed for State officers and employees. It is the Policy of the Board of Examiners to restrict contractors/ Subrecipients to the same rates and procedures allowed State Employees. The State of Nevada reimburses at rates comparable to the rates established by the US General Services Administration, with some exceptions (State Administrative Manual 0200.0 and 0320.0).

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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 \$74,956.00;
- 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;
 - • 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.; and
- Additional expenditure detail will be provided upon request from the Department.

Additionally, the Subrecipient agrees to provide:

- A complete financial accounting of all expenditures to the Department within 30 days of the **CLOSE OF THE SUBAWARD PERIOD**. Any un-obligated funds shall be returned to the Department at that time, or if not already requested, shall be deducted from the final award.
- Any work performed after the **BUDGET PERIOD** will not be reimbursed.
- If a Request for Reimbursement (RFR) is received after the 45-day closing period, the Department may not be able to provide reimbursement.
- If a credit is owed to the Department after the 45-day closing period, the funds must be returned to the Department within 30 days of identification.

The Department agrees:

- Identify specific items the program or Bureau must provide or accomplish to ensure successful completion of this project, such as:
 - Providing technical assistance, upon request from the Subrecipient;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a report to another party, i.e. CDC.
 - Providing technical assistance, upon request from the Subrecipient;
 - Will be responsible for forwarding all documents or other required reports to the Centers for Disease Control and Prevention (CDC) or other entity, as required under this grant;
 - 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.
- The Department reserves the right to hold reimbursement under this subaward until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Department.

Both parties agree:

- The site visit/monitoring schedule may be clarified here. • The Department's HIV Prevention Program will conduct at least annually, one (1) programmatic and fiscal review of the subgrantee. The Division of Public and Behavioral Health has the option to conduct site visits more often should they be necessary.
- 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> Office of HIV	<u>Subrecipient Name:</u> Northern Nevada Public Health
<u>Address:</u> 2290 S Jones Blvd Ste 110, Las Vegas , Nevada 89146	<u>Address:</u> 1001 E 9Th St Bldg B, Reno, Nevada 89512-2845
<u>Subaward Period:</u> 08/01/2024 - 05/31/2025	<u>Subrecipient's:</u> EIN: 88-6000138 Vendor #: T40283400Q

FINANCIAL REPORT AND REQUEST FOR REIMBURSEMENT

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

	Month(s)	Calendar Year				
Approved Budget Category	A Approved Budget	B Total Prior Requests	C Current Request	D Year to Date Total	E Budget Balance	F Percent Expended
1. Personnel	\$68,141.00	\$0.00	\$0.00	\$0.00	\$68,141.00	0.00%
2. Travel	\$0.00	\$0.00	\$0.00	0.0000	\$0.00	0.00%
3. Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	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	\$6,815.00	\$0.00	\$0.00	\$0.00	\$6,815.00	0.00%
Total	\$74,956.00	\$0.00	\$0.00	\$0.00	\$74,956.00	0.00%
MATCH REPORTING	Approved Match Budget	Total Prior Reported Match	Current Match Reported	Year to Date Total	Match Balance	Percent Complete
						0.00%

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

Authorized Signature	Title	Date
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FOR DEPARTMENT USE ONLY

Is program contact required? Yes No

Contact Person

Reason for contact:

Fiscal review/approval date:

Scope of Work review/approval date:

ASO or Bureau Chief (as required):

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SECTION E

Audit Information Request

1. Non-Federal entities that **expend** \$750,000.00 or more in total federal awards are required to have a single or program-specific audit conducted for that year, in accordance with 2 CFR § 200.501(a).

2. Did your organization expend \$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?

6/30/2024

4. What is the official name of your organization?

Northern Nevada Public Health

5. How often is your organization audited?

Annually

6. When was your last audit performed?

12/27/2023

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

7/1/2022 - 6/30/2023

8. Which accounting firm conducted your last audit?

Eide Bailly

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

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SECTION F

Current or Former State Employee Disclaimer

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

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

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

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

Name

Services

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

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

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SECTION G

Business Associate Addendum

BETWEEN

Nevada Department of Health and Human Services

Hereinafter referred to as the "Covered Entity"

And

Northern Nevada Public Health

Hereinafter referred to as the "Business Associate"

PURPOSE. In order to comply with the requirements of HIPAA and the HITECH Act, this Addendum is hereby added and made part of the agreement between the Covered Entity and the Business Associate. This Addendum establishes the obligations of the Business Associate and the Covered Entity as well as the permitted uses and disclosures by the Business Associate of protected health information it may possess by reason of the agreement. The Covered Entity and the Business Associate shall protect the privacy and provide for the security of protected health information disclosed to the Business Associate pursuant to the agreement and in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-5 ("the HITECH Act"), and regulation promulgated there under by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

WHEREAS, the Business Associate will provide certain services to the Covered Entity, and, pursuant to such arrangement, the Business Associate is considered a business associate of the Covered Entity as defined in HIPAA, the HITECH Act, the Privacy Rule and Security Rule; and

WHEREAS, Business Associate may have access to and/or receive from the Covered Entity certain protected health information, in fulfilling its responsibilities under such arrangement; and

WHEREAS, the HIPAA Regulations, the HITECH Act, the Privacy Rule and the Security Rule require the Covered Entity to enter into an agreement containing specific requirements of the Business Associate prior to the disclosure of protected health information, as set forth in, but not limited to, 45 CFR Parts 160 & 164 and Public Law 111-5.

THEREFORE, in consideration of the mutual obligations below and the exchange of information pursuant to this Addendum, and to protect the interests of both Parties, the Parties agree to all provisions of this Addendum.

- I. DEFINITIONS. The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.
1. **Breach** means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of the protected health information. The full definition of breach can be found in 42 USC 17921 and 45 CFR 164.402.
 2. **Business Associate** shall mean the name of the organization or entity listed above and shall have the meaning given to the term under the Privacy and Security Rule and the HITECH Act. For full definition refer to 45 CFR 160.103.
 3. **CFR** stands for the Code of Federal Regulations.
 4. **Agreement** shall refer to this Addendum and that particular agreement to which this Addendum is made a part.
 5. **Covered Entity** shall mean the name of the Department listed above and shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to 45 CFR 160.103.
 6. **Designated Record Set** means a group of records that includes protected health information and is maintained by or for a covered entity or the Business Associate that includes, but is not limited to, medical, billing, enrollment, payment, claims adjudication, and case or medical management records. Refer to 45 CFR 164.501 for the complete definition.
 7. **Disclosure** means the release, transfer, provision of, access to, or divulging in any other manner of information outside the entity holding the information as defined in 45 CFR 160.103.
 8. **Electronic Protected Health Information** means individually identifiable health information transmitted by electronic media or maintained in electronic media as set forth under 45 CFR 160.103.
 9. **Electronic Health Record** means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. Refer to 42 USC 17921.
 10. **Health Care Operations** shall have the meaning given to the term under the Privacy Rule at 45 CFR 164.501.
 11. **Individual** means the person who is the subject of protected health information and is defined in 45 CFR 160.103.
 12. **Individually Identifiable Health Information** means health information, in any form or medium, including demographic information collected from an individual, that is created or received by a covered entity or a business associate of the covered entity and relates to the past, present, or future care of the individual. Individually identifiable health information is information that identifies the individual directly or there is a reasonable basis to believe the information can be used to identify the

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individual. Refer to 45 CFR 160.103.

13. **Parties** shall mean the Business Associate and the Covered Entity.
14. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A, D and E.
15. **Protected Health Information** means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. Refer to 45 CFR 160.103 for the complete definition.
16. **Required by Law** means a mandate contained in law that compels an entity to make a use or disclosure of protected health information and that is enforceable in a court of law. This includes but is not limited to: court orders and court-ordered warrants; subpoenas, or summons issued by a court; and statutes or regulations that require the provision of information if payment is sought under a government program providing public benefits. For the complete definition refer to 45 CFR 164.103.
17. **Secretary** shall mean the Secretary of the federal Department of Health and Human Services (HHS) or the Secretary's designee.
18. **Security Rule** shall mean the HIPAA regulation that is codified at 45 CFR Parts 160 and 164 Subparts A and C.
19. **Unsecured Protected Health Information** means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued in Public Law 111-5. Refer to 42 USC 17932 and 45 CFR 164.402.
20. **USC** stands for the United States Code.

II. OBLIGATIONS OF THE BUSINESS ASSOCIATE.

1. **Access to Protected Health Information.** The Business Associate will provide, as directed by the Covered Entity, an individual or the Covered Entity access to inspect or obtain a copy of protected health information about the Individual that is maintained in a designated record set by the Business Associate or, its agents or subcontractors, in order to meet the requirements of the Privacy Rule, including, but not limited to 45 CFR 164.524 and 164.504(e)(2)(ii)(E). If the Business Associate maintains an electronic health record, the Business Associate or, its agents or subcontractors shall provide such information in electronic format to enable the Covered Entity to fulfill its obligations under the HITECH Act, including, but not limited to 42 USC 17935.
2. **Access to Records.** The Business Associate shall make its internal practices, books and records relating to the use and disclosure of protected health information available to the Covered Entity and to the Secretary for purposes of determining Business Associate's compliance with the Privacy and Security Rule in accordance with 45 CFR 164.504(e)(2)(ii)(H).
3. **Accounting of Disclosures.** Promptly, upon request by the Covered Entity or individual for an accounting of disclosures, the Business Associate and its agents or subcontractors shall make available to the Covered Entity or the individual information required to provide an accounting of disclosures in accordance with 45 CFR 164.528, and the HITECH Act, including, but not limited to 42 USC 17935. The accounting of disclosures, whether electronic or other media, must include the requirements as outlined under 45 CFR 164.528(b).
4. **Agents and Subcontractors.** The Business Associate must ensure all agents and subcontractors to whom it provides protected health information agree in writing to the same restrictions and conditions that apply to the Business Associate with respect to all protected health information accessed, maintained, created, retained, modified, recorded, stored, destroyed, or otherwise held, transmitted, used or disclosed by the agent or subcontractor. The Business Associate must implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation as outlined under 45 CFR 164.530(f) and 164.530(e)(1).
5. **Amendment of Protected Health Information.** The Business Associate will make available protected health information for amendment and incorporate any amendments in the designated record set maintained by the Business Associate or, its agents or subcontractors, as directed by the Covered Entity or an individual, in order to meet the requirements of the Privacy Rule, including, but not limited to, 45 CFR 164.526.
6. **Audits, Investigations, and Enforcement.** The Business Associate must notify the Covered Entity immediately upon learning the Business Associate has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights or any other federal or state oversight agency. The Business Associate shall provide the Covered Entity with a copy of any protected health information that the Business Associate provides to the Secretary or other federal or state oversight agency concurrently with providing such information to the Secretary or other federal or state oversight agency. The Business Associate and individuals associated with the Business Associate are solely responsible for all civil and criminal penalties assessed as a result of an audit, breach, or violation of HIPAA or HITECH laws or regulations. Reference 42 USC 17937.
7. **Breach or Other Improper Access, Use or Disclosure Reporting.** The Business Associate must report to the Covered Entity, in writing, any access, use or disclosure of protected health information not permitted by the agreement, Addendum or the Privacy and Security Rules. The Covered Entity must be notified immediately upon discovery or the first day such breach or suspected breach is known to the Business Associate or by exercising reasonable diligence would have been known by the Business Associate in accordance with 45 CFR 164.410, 164.504(e)(2)(ii)(C) and 164.308(b) and 42 USC 17921. The Business Associate must report any improper access, use or disclosure of protected health information by: The Business Associate or its agents or subcontractors. In the event of a breach or suspected breach of protected health information, the report to the Covered Entity must be in writing and include the following: a brief description of the incident; the date of the incident; the date the incident was discovered by the Business Associate; a thorough description of the unsecured protected health information that was involved in the incident; the number of individuals whose protected health information was involved in the incident; and the steps the Business Associate is taking to investigate the incident and to protect against further incidents. The Covered Entity will determine if a breach of unsecured protected health information has occurred and will notify the Business Associate of the determination. If a breach of unsecured protected health information is determined, the Business Associate must take prompt corrective action to cure any such deficiencies and mitigate any significant harm that may have occurred to individual(s) whose information was disclosed inappropriately.
8. **Breach Notification Requirements.** If the Covered Entity determines a breach of unsecured protected health information by the Business Associate has occurred, the Business Associate will be responsible for notifying the individuals whose unsecured protected health information was breached in accordance with 42 USC 17932 and 45 CFR 164.404 through 164.406. The Business Associate must provide evidence to the Covered Entity that appropriate notifications to individuals and/or media,

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when necessary, as specified in 45 CFR 164.404 and 45 CFR 164.406 has occurred. The Business Associate is responsible for all costs associated with notification to individuals, the media or others as well as costs associated with mitigating future breaches. The Business Associate must notify the Secretary of all breaches in accordance with 45 CFR 164.408 and must provide the Covered Entity with a copy of all notifications made to the Secretary.

9. **Breach Pattern or Practice by Covered Entity.** Pursuant to 42 USC 17934, if the Business Associate knows of a pattern of activity or practice of the Covered Entity that constitutes a material breach or violation of the Covered Entity's obligations under the Contract or Addendum, the Business Associate must immediately report the problem to the Secretary.
10. **Data Ownership.** The Business Associate acknowledges that the Business Associate or its agents or subcontractors have no ownership rights with respect to the protected health information it accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses.
11. **Litigation or Administrative Proceedings.** The Business Associate shall make itself, any subcontractors, employees, or agents assisting the Business Associate in the performance of its obligations under the agreement or Addendum, available to the Covered Entity, at no cost to the Covered Entity, to testify as witnesses, or otherwise, in the event litigation or administrative proceedings are commenced against the Covered Entity, its administrators or workforce members upon a claimed violation of HIPAA, the Privacy and Security Rule, the HITECH Act, or other laws relating to security and privacy.
12. **Minimum Necessary.** The Business Associate and its agents and subcontractors shall request, use and disclose only the minimum amount of protected health information necessary to accomplish the purpose of the request, use or disclosure in accordance with 42 USC 17935 and 45 CFR 164.514(d)(3).
13. **Policies and Procedures.** The Business Associate must adopt written privacy and security policies and procedures and documentation standards to meet the requirements of HIPAA and the HITECH Act as described in 45 CFR 164.316 and 42 USC 17931.
14. **Privacy and Security Officer(s).** The Business Associate must appoint Privacy and Security Officer(s) whose responsibilities shall include: monitoring the Privacy and Security compliance of the Business Associate; development and implementation of the Business Associate's HIPAA Privacy and Security policies and procedures; establishment of Privacy and Security training programs; and development and implementation of an incident risk assessment and response plan in the event the Business Associate sustains a breach or suspected breach of protected health information.
15. **Safeguards.** The Business Associate must implement safeguards as necessary to protect the confidentiality, integrity, and availability of the protected health information the Business Associate accesses, maintains, creates, retains, modifies, records, stores, destroys, or otherwise holds, transmits, uses or discloses on behalf of the Covered Entity. Safeguards must include administrative safeguards (e.g., risk analysis and designation of security official), physical safeguards (e.g., facility access controls and workstation security), and technical safeguards (e.g., access controls and audit controls) to the confidentiality, integrity and availability of the protected health information, in accordance with 45 CFR 164.308, 164.310, 164.312, 164.316 and 164.504(e)(2)(ii)(B). Sections 164.308, 164.310 and 164.312 of the CFR apply to the Business Associate of the Covered Entity in the same manner that such sections apply to the Covered Entity. Technical safeguards must meet the standards set forth by the guidelines of the National Institute of Standards and Technology (NIST). The Business Associate agrees to only use or disclose protected health information as provided for by the agreement and Addendum and to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate, of a use or disclosure, in violation of the requirements of this Addendum as outlined under 45 CFR 164.530(e)(2)(f).
16. **Training.** The Business Associate must train all members of its workforce on the policies and procedures associated with safeguarding protected health information. This includes, at a minimum, training that covers the technical, physical and administrative safeguards needed to prevent inappropriate uses or disclosures of protected health information; training to prevent any intentional or unintentional use or disclosure that is a violation of HIPAA regulations at 45 CFR 160 and 164 and Public Law 111-5; and training that emphasizes the criminal and civil penalties related to HIPAA breaches or inappropriate uses or disclosures of protected health information. Workforce training of new employees must be completed within 30 days of the date of hire and all employees must be trained at least annually. The Business Associate must maintain written records for a period of six years. These records must document each employee that received training and the date the training was provided or received.
17. **Use and Disclosure of Protected Health Information.** The Business Associate must not use or further disclose protected health information other than as permitted or required by the agreement or as required by law. The Business Associate must not use or further disclose protected health information in a manner that would violate the requirements of the HIPAA Privacy and Security Rule and the HITECH Act.

III. PERMITTED AND PROHIBITED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE. The Business Associate agrees to these general use and disclosure provisions:

1. **Permitted Uses and Disclosures:**

- a. Except as otherwise limited in this Addendum, the Business Associate may use or disclose protected health information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the agreement, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rule or the HITECH Act, if done by the Covered Entity in accordance with 45 CFR 164.504(e)(2)(i) and 42 USC 17935 and 17936.
- b. Except as otherwise limited by this Addendum, the Business Associate may use or disclose protected health information received by the Business Associate in its capacity as a Business Associate of the Covered Entity, as necessary, for the proper management and administration of the Business Associate, to carry out the legal responsibilities of the Business Associate, as required by law or for data aggregation purposes in accordance with 45 CFR 164.504(e)(2)(A), 164.504(e)(4)(i)(A), and 164.504(e)(2)(i)(B).
- c. Except as otherwise limited in this Addendum, if the Business Associate discloses protected health information to a third party, the Business Associate must obtain, prior to making any such disclosure, reasonable written assurances from the third party that such protected health information will be held confidential pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to the third party. The written agreement from the third party must include requirements to immediately notify the Business Associate of any

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breaches of confidentiality of protected health information to the extent it has obtained knowledge of such breach. Refer to 45 CFR 164.502 and 164.504 and 42 USC 17934.

- d. The Business Associate may use or disclose protected health information to report violations of law to appropriate federal and state authorities, consistent with 45 CFR 164.502(j)(1).

2. Prohibited Uses and Disclosures:

- a. Except as otherwise limited in this Addendum, the Business Associate shall not disclose protected health information to a health plan for payment or health care operations purposes if the patient has required this special restriction and has paid out of pocket in full for the health care item or service to which the protected health information relates in accordance with 42 USC 17935.
- b. The Business Associate shall not directly or indirectly receive remuneration in exchange for any protected health information, as specified by 42 USC 17935, unless the Covered Entity obtained a valid authorization, in accordance with 45 CFR 164.508 that includes a specification that protected health information can be exchanged for remuneration.

IV. OBLIGATIONS OF COVERED ENTITY

1. The Covered Entity will inform the Business Associate of any limitations in the Covered Entity's Notice of Privacy Practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected health information.
2. The Covered Entity will inform the Business Associate of any changes in, or revocation of, permission by an individual to use or disclose protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.
3. The Covered Entity will inform the Business Associate of any restriction to the use or disclosure of protected health information that the Covered Entity has agreed to in accordance with 45 CFR 164.522 and 42 USC 17935, to the extent that such restriction may affect the Business Associate's use or disclosure of protected health information.
4. Except in the event of lawful data aggregation or management and administrative activities, the Covered Entity shall not request the Business Associate to use or disclose protected health information in any manner that would not be permissible under the HIPAA Privacy and Security Rule and the HITECH Act, if done by the Covered Entity.

V. TERM AND TERMINATION

1. Effect of Termination:

- a. Except as provided in paragraph (b) of this section, upon termination of this Addendum, for any reason, the Business Associate will return or destroy all protected health information received from the Covered Entity or created, maintained, or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and the Business Associate will retain no copies of such information.
 - b. If the Business Associate determines that returning or destroying the protected health information is not feasible, the Business Associate will provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon a mutual determination that return, or destruction of protected health information is infeasible, the Business Associate shall extend the protections of this Addendum to such protected health information and limit further uses and disclosures of such protected health information to those purposes that make return or destruction infeasible, for so long as the Business Associate maintains such protected health information.
 - c. These termination provisions will apply to protected health information that is in the possession of subcontractors, agents, or employees of the Business Associate.
2. **Term.** The Term of this Addendum shall commence as of the effective date of this Addendum herein and shall extend beyond the termination of the contract and shall terminate when all the protected health information provided by the Covered Entity to the Business Associate, or accessed, maintained, created, retained, modified, recorded, stored, or otherwise held, transmitted, used or disclosed by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it not feasible to return or destroy the protected health information, protections are extended to such information, in accordance with the termination.
 3. **Termination for Breach of Agreement.** The Business Associate agrees that the Covered Entity may immediately terminate the agreement if the Covered Entity determines that the Business Associate has violated a material part of this Addendum.

VI. MISCELLANEOUS

1. **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time for the Covered Entity to comply with all the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Public Law No. 104-191 and the Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009, Public Law No. 111-5.
2. **Clarification.** This Addendum references the requirements of HIPAA, the HITECH Act, the Privacy Rule and the Security Rule, as well as amendments and/or provisions that are currently in place and any that may be forthcoming.
3. **Indemnification.** Each party will indemnify and hold harmless the other party to this Addendum from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - a. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Addendum; and
 - b. Any claims, demands, awards, judgments, actions, and proceedings made by any person or organization arising out of or in any way connected with the party's performance under this Addendum.
4. **Interpretation.** The provisions of the Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit the Covered Entity and the Business Associate to comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

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5. **Regulatory Reference.** A reference in this Addendum to a section of the HITECH Act, HIPAA, the Privacy Rule and Security Rule means the sections as in effect or as amended.
6. **Survival.** The respective rights and obligations of Business Associate under Effect of Termination of this Addendum shall survive the termination of this Addendum.

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

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Section H is not applicable for this Subaward

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SECTION C

Budget and Financial Reporting Requirements

Identify the source of funding on all printed documents purchased or produced within the scope of this subaward, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Department of Health and Human Services through Grant # 1 NU62PS924828-01-00 from (Cat 18) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department nor (Cat 18) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal."

Any activities performed under this subaward shall acknowledge the funding was provided through the Department by Grant Number 1 NU62PS924828-01-00 from (Cat 18) Nevada Statewide HIV Surveillance, Prevention and Ending the HIV Epidemic programs for Heal.

Subrecipient agrees to adhere to the following budget:

Total Personnel Costs		including fringe					Total:	
Employee	Annual Salary	Fringe Rate	% of Time	Months	Annual % of Months worked	Amount Requested	Subject to Indirect? Fringe Salary	
J. Conner, Public Health Investigator II	\$92,342.00	50.15%	20.00%	10.00	83.33%	\$23,108.12	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Public Health Nurse/Public Health Investigator conducts HIV surveillance activities in Washoe County to include review of reported and confirmed HIV cases, assurance of accurate and timely reporting by community providers, conduct matches with local death records, ascertain HIV risk factors for reported cases, investigate and report cases of public health importance, conduct data-to-care activities, participate in intrastate/interstate de-duplication of HIV cases, conduct perinatal HIV surveillance, identify and investigate transmission clusters/outbreaks, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensure the security and confidentiality of HIV surveillance data. Coordinator position integrates surveillance and prevention data activities to assist with grant deliverables, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensures the security and confidentiality of HIV surveillance data.								
H. Holmsfadt, Public Health Investigator II	\$100,365.00	49.11%	23.72%	10.00	83.33%	\$29,574.69	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Public Health Investigator conducts HIV surveillance activities in Washoe County to include review of reported and confirmed HIV cases, assurance of accurate and timely reporting by community providers, conduct matches with local death records, ascertain HIV risk factors for reported cases, investigate and report cases of public health importance, conduct data-to-care activities, participate in intrastate/interstate de-duplication of HIV cases, conduct perinatal HIV surveillance, identify and investigate transmission clusters/outbreaks, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensure the security and confidentiality of HIV surveillance data. Coordinator position integrates surveillance and prevention data activities to assist with grant deliverables, accurately and in a timely manner enter eHARS laboratory and demographic data, and ensures the security and confidentiality of HIV surveillance data.								
Public Health Supervisor	\$122,697.97	51.18%	10.00%	10.00	83.33%	\$15,457.49	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Program supervisor offers oversight on personnel and programmatic activities, offering support to meet grant deliverables.								

In-State Travel	Total:	\$0.00
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Out of State Travel	Total:	\$0.00
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Operating	Total:	\$0.00
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