



WASHOE COUNTY

Integrity Communication Service
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STAFF REPORT

BOARD MEETING DATE: May 23, 2017

CM/ACM _____
Finance _____
DA _____
Risk Mgt _____
HR _____
Other _____

DATE: April 27, 2017

TO: Board of County Commissioners

FROM: Justin Norton, Washoe County Regional Medical Examiner's Office
(775) 785-6114, jnorton@washoecounty.us

THROUGH: Dr. Laura D. Knight, Chief Medical Examiner & Coroner

SUBJECT: Accept grant funding (\$62,856.00 with no county match) from the State of Nevada Department of Health and Human Services for labor and travel expenses relating to the National Violent Death Reporting System, retroactive from September 1, 2016 through August 31, 2017, and authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner's Office to sign the award and approve amendments, and direct the Comptroller's Office to make the necessary budget amendments. (All Commission Districts.)

SUMMARY

This grant will allow for paid staff time to investigate violent deaths and input data into the National Violent Death Reporting System. Travel for data collection and training is also included in the award. This award is retroactively approved as of September 1, 2016. The Regional Medical Examiner's Office submitted this grant as soon as possible based on the receipt of the original grant award letter and revisions to said letter.

County Priority/Goal supported by this item: Safe, Secure and Healthy Communities

PREVIOUS ACTION

No previous action has been taken on this item.

GRANT AWARD SUMMARY

Project/Program Name: Office of Public Health Informatics & Epidemiology

Scope of the Project: Provides for personnel expenses and travel to investigate violent deaths and receive training for the National Violent Death Reporting System

Benefit to Washoe County Residents: The National Violent Death Reporting System is a detailed data repository for all violent deaths. This data can be used by law

AGENDA ITEM # 5.H.2

enforcement, health agencies, etc. to better understand the causes of violent deaths. The data can also be used in suicide prevention and domestic violence prevention programs.

On-Going Program Support: This is a new program created by the federal government and will continue as long as grant funding is available.

Award Amount: \$62,856.00

Grant Period: September 1, 2016 – August 31, 2017

Funding Source: Centers for Disease Control and Prevention (CDC)

Pass Through Entity: State of Nevada Department of Health and Human Services

CFDA Number: 93.136

Grant ID Number: 1NU17CE924856-01-02

Match Amount and Type: No match

Sub-Awards and Contracts: No sub-awards or contracts

FISCAL IMPACT

Expenses for this grant will be reimbursed to Washoe County from the State of Nevada after they are incurred. The Regional Medical Examiner’s Office has sufficient budget to pay the expenses until reimbursement occurs. Should the board accept this grant award, the adopted budget for the Regional Medical Examiner’s Office will be increased by \$62,856.00 in both revenues and expenditures in the following accounts:

Cost Object	G/L Account	Amount
IO 11410	431100 – Federal Grants	\$62,856.00
IO 11410	710205 – Travel	\$2,872.00
IO 11410	701110 – Base Salaries	\$59,984.00

RECOMMENDATION

It is recommended that the Board of County Commissioners accept grant funding (\$62,856.00 with no county match) from the State of Nevada Department of Health and Human Services for labor and travel expenses relating to the National Violent Death Reporting System, retroactive from September 1, 2016 through August 31, 2017, and authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner’s Office to sign the award and approve amendments, and direct the Comptroller’s Office to make the necessary budget amendments.

POSSIBLE MOTION

Should the Board agree with staff’s recommendation, a possible motion would be: “Move to accept grant funding (\$62,856.00 with no county match) from the State of Nevada Department of Health and Human Services for labor and travel expenses relating to the

National Violent Death Reporting System, retroactive from September 1, 2016 through August 31, 2017, and authorize the Chief Medical Examiner & Coroner of the Washoe County Regional Medical Examiner's Office to sign the award and approve amendments, and direct the Comptroller's Office to make the necessary budget amendments.”



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

HD #: 15855
 Budget Account: 3219
 Category: 31
 GL: 8516
 Job Number: 9313617V

NOTICE OF SUBGRANT AWARD

Program Name: Office of Public Health Informatics & Epidemiology		Subgrantee Name: Washoe County Medical Examiner and Coroner's Office	
Address: 4126 Technology Way, Suite 200 Carson City, NV 89706-2009		Address: PO Box 11130 Reno, NV 89520	
Subgrant Period: September 1, 2016 through August 31, 2017.		Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400-D</u> Dun & Bradstreet: <u>07-378-6998</u>	
Purpose of Award: Support data collection, entry, and reporting regarding violent deaths as required by the grant.			
Region(s) to be served: <input type="checkbox"/> Statewide <input checked="" type="checkbox"/> Specific county or counties: <u>Washoe County</u>			
Approved Budget Categories:		Disbursement of funds will be as follows:	
1. Personnel	\$ <u>59,984</u>	Payment will be made upon receipt and acceptance of an invoice and supporting documentation specifically requesting reimbursement for actual expenditures <i>specific to this subgrant</i> . Total reimbursement will not exceed \$62,856.00 during the subgrant period.	
2. Travel	\$ <u>2,872</u>		
3. Operating	\$ _____		
4. Equipment	\$ _____		
5. Contractual/Consultant	\$ _____		
6. Training	\$ _____		
7. Other	\$ _____		
Total Cost: \$ <u>62,856</u>			
Source of Funds:			
1. Centers for Disease Control and Prevention	100	93.136	U17CE924856 1 NU17CE924856-01-02
Terms and Conditions: In accepting these grant funds, it is understood that: 1. Expenditures must comply with appropriate state and/or federal regulations; 2. This award is subject to the availability of appropriate funds; and 3. The recipient of these funds agrees to stipulations listed in the incorporated documents.			
Incorporated Documents: Section A: Assurances; Section B: Description of Services, Scope of Work and Deliverables; Section C: Budget and Financial Reporting Requirements; Section D: Request for Reimbursement; Section E: Audit Information Request; and Section F: DPBH Confidentiality Addendum			
Authorized Subgrantee Official	Signature		Date
Title			
Andrea R. Rivers Health Program Manager II, OPHIE			
for Cody L. Phinney, MPH Administrator, Division of Public & Behavioral Health			

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION A

Assurances

As a condition of receiving subgranted funds from the Nevada State Division of Public and Behavioral Health, the Subgrantee agrees to the following conditions:

1. Grant funds may not be used for other than the awarded purpose. In the event Subgrantee expenditures do not comply with this condition, that portion not in compliance must be refunded to the Division.
2. To submit reimbursement requests only for expenditures approved in the spending plan. Any additional expenditure beyond what is allowable based on approved categorical budget amounts, without prior written approval by the Division, may result in denial of reimbursement.
3. Approval of subgrant budget by the Division constitutes prior approval for the expenditure of funds for specified purposes included in this budget. Unless otherwise stated in the Scope of Work the transfer of funds between budgeted categories without written prior approval from the Division is not allowed under the terms of this subgrant. Requests to revise approved budgeted amounts must be made in writing and provide sufficient narrative detail to determine justification.
4. Recipients of subgrants are required to maintain subgrant accounting records, identifiable by subgrant number. Such records shall be maintained in accordance with the following:
 - a. Records may be destroyed not less than three years (unless otherwise stipulated) after the final report has been submitted if written approval has been requested and received from the Administrative Services Officer (ASO) of the Division. Records may be destroyed by the Subgrantee five (5) calendar years after the final financial and narrative reports have been submitted to the Division.
 - b. In all cases an overriding requirement exists to retain records until resolution of any audit questions relating to individual subgrants.

Subgrant accounting records are considered to be all records relating to the expenditure and reimbursement of funds awarded under this subgrant award. Records required for retention include all accounting records and related original and supporting documents that substantiate costs charged to the subgrant activity.

5. To disclose any existing or potential conflicts of interest relative to the performance of services resulting from this subgrant award. The Division reserves the right to disqualify any subgrantee on the grounds of actual or apparent conflict of interest. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of funding.
6. To comply 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 or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions).
7. To comply with the Americans with Disability Act of 1990, P.L. 101-136, 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999 inclusive and any relevant program-specific regulations
8. To comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, 45 C.F.R. 160, 162 and 164, as amended. If the subgrant award includes functions or activities that involve the use or disclosure of protected health information (PHI) then the subgrantee agrees to enter into a Business Associate Agreement with the Division as required by 45 C.F.R. 164.504(e). If PHI will not be disclosed then a Confidentiality Agreement will be entered into.
9. Subgrantee certifies, by signing this notice of subgrant award, that neither it 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. pr. 67 § 67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211). This provision shall be required of every subgrantee receiving any payment in whole or in part from federal funds.

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10. Sub-grantee agrees to comply with the requirements of the Title XII Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug and alcohol treatment.
11. Whether expressly prohibited by federal, state, or local law, or otherwise, that no funding associated with this subgrant will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:
 - a. Any federal, state, county or local agency, legislature, commission, council, or board;
 - b. Any federal, state, county or local legislator, commission member, council member, board member, or other elected official; or
 - c. Any officer or employee of any federal, state, county or local agency, legislature, commission, council or board.
12. Division subgrants are subject to inspection and audit by representative of the Division, Nevada Department of Health and Human Services, the State Department of Administration, the Audit Division of the Legislative Counsel Bureau or other appropriate state or federal agencies to:
 - a. Verify financial transactions and determine whether funds were used in accordance with applicable laws, regulations and procedures;
 - b. Ascertain whether policies, plans and procedures are being followed;
 - c. Provide management with objective and systematic appraisals of financial and administrative controls, including information as to whether operations are carried out effectively, efficiently and economically; and
 - d. Determine reliability of financial aspects of the conduct of the project.
13. Any audit of Subgrantee's expenditures will be performed in accordance with generally accepted government auditing standards to determine there is proper accounting for and use of subgrant funds. It is the policy of the Division, as well as federal requirement as specified in the Office of Management and Budget (2 CFR § 200.501(a)), revised December 26, 2013, that each grantee annually expending \$750,000 or more in federal funds have an annual audit prepared by an independent auditor in accordance with the terms and requirements of the appropriate circular. A COPY OF THE FINAL AUDIT REPORT MUST BE SENT TO:

***Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

This copy of the final audit must be sent to the Division within nine (9) months of the close of the subgrantee's fiscal year. **To acknowledge this requirement, Section E of this notice of subgrant award must be completed.**

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**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION B

Description of Services, Scope of Work and Deliverables

The project intent with Washoe County Coroner is to support data collection, entry, and reporting regarding violent deaths as required by the funding opportunity through the Centers for Disease Control and Prevention (CDC).

Washoe County Coroner hereinafter referred to as Subgrantee, agrees to provide the following services and reports according to the identified timeframes:

Scope of Work for Subgrantee

Goal 1: Abstraction of Violent Deaths as Prescribed by the Centers for Disease Control and Prevention (CDC)

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Abstract Data into CDC web-based National Violent Death Reporting System (NVDRS)	1. Within three (3) months of the date of death, enter data to initiate case with a target of entering 80% of identified cases each year into the NVDRS. a. This may include travel to local and state jurisdictions for case and record reviews.	Ongoing	1. Monthly call with NVDRS Division of Public and Behavioral Health Program Coordinator
2. Report to State and community partners the number of cases abstracted	2. Develop and offer reports for key project partners.	Monthly	2. Receipt of reports on a monthly basis from subgrantee.
3. Identify barriers to death certificate uploads from the Office of Vital Records	3. Collect list of all data collection issues and provide to NVDRS program coordinator to assist in possible resolution.	Ongoing	3. Monthly call with NVDRS Division of Public and Behavioral Health Program Coordinator

Goal 2: Community Partnership and Infrastructure building of Violent Death Registry in Nevada

<u>Objective</u>	<u>Activities</u>	<u>Due Date</u>	<u>Documentation Needed</u>
1. Attend necessary national and local trainings	1. Attendance required by subgrantee all CDC sponsored trainings and/or meetings to assist in the development and continued maintenance of NVDRS.	As Needed	1. Travel paperwork and Request for Reimbursement
2. Representation at state level taskforce around NVDRS	2. Subgrantee will assist in the agency representation and formation of a state-level taskforce around NVDRS.	As Needed	2. Meeting Minutes

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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 subgrant, using a statement similar to: "This publication (journal, article, etc.) was supported by the Nevada State Division of Public and Behavioral Health through Grant Number 1 NU17CE924856-01-02 from the Centers for Disease Control and Prevention (CDC). Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Division nor the CDC."

Any activities performed under this subgrant shall acknowledge the funding was provided through the Division by Grant Number 1 NU17CE924856-01-02 from Centers for Disease Control and Prevention (CDC).

Subgrantee agrees to adhere to the following budget:

<u>Category</u>	<u>Total cost</u>	<u>Detailed cost</u>	<u>Details of expected expenses</u>
1. Personnel	\$ 59,984		
		\$ 59,984	Data Collection Specialist (includes fringe) for 32 weeks, \$1,874.51 per week.
2. Travel	\$ 2,872		
		\$ 1,234	In-State travel: Local travel gas mileage at 54 cents per mile (09/01/16 – 12/31/16) or 53.5 cents per mile (01/01/17 – 08/31/17) for approximately 2,286 miles per year, not to exceed \$1,234.
		\$ 1,638	Out-of-State travel: One staff member for 5 days/4 nights to attend National Reverse Site Visit in Atlanta, GA.
3. Operating	\$		
		\$	
4. Equipment	\$		
		\$	
5. Contractual Consultant	\$		
		\$	
6. Training	\$		
		\$	
7. Other	\$		
		\$	
Total Cost	\$ 62,856		

- Division of Public and Behavioral Health policy is to allow no more than 10% flexibility, within the approved Scope of Work, unless otherwise authorized.
- 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/Subgrantees 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).

Subgrantee agrees to request reimbursement according to the schedule specified below for the actual expenses incurred related to the Scope of Work during the subgrant period.

- Reimbursements may be requested monthly or quarterly for expenses incurred in the implementation of the Scope of Work;

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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- The maximum available for reimbursement through subgrant is \$62,856;
- Requests for Reimbursement will be accompanied by supporting documentation, including a line item description of expenses incurred;
- Additional supporting documentation of invoices or receipts are needed in order to request reimbursement; and
- Additional expenditure detail will be provided upon request from the Division.

Additionally, the Subgrantee agrees to provide:

- A complete financial accounting of all expenditures to the Division within 30 days of the CLOSE OF THE SUBGRANT PERIOD. Any un-obligated funds shall be returned to the Division at that time, or if not already requested, shall be deducted from the final award.

The Division agrees:

- The Office of Public Health Informatics & Epidemiology will provide or accomplish the following items to ensure successful completion of this project:
 - Provide reimbursement of activities related to this subgrant, not to exceed **\$62,856** during the subgrant period, given receipt of appropriate documentation;
 - Providing technical assistance, upon request from the Subgrantee;
 - Providing prior approval of reports or documents to be developed;
 - Forwarding a reports to the CDC.
- The Division reserves the right to hold reimbursement under this subgrant until any delinquent forms, reports, and expenditure documentation are submitted to and accepted by the Division.

Both parties agree:

The site visit/monitoring schedule may be clarified here.

The Subgrantee will, in the performance of the Scope of Work specified in this subgrant, perform functions and/or activities that could involve confidential information; therefore, the Subgrantee is requested to fill out and sign Section F, which is specific to this subgrant, and will be in effect for the term of this subgrant.

All reports of expenditures and requests for reimbursement processed by the Division are SUBJECT TO AUDIT.

This subgrant agreement may be TERMINATED by either party prior to the date set forth on the Notice of Subgrant Award, 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 Division, 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 or quarterly basis, based on the terms of the subgrant 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 Subgrant Award.

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION D

Request for Reimbursement

HD#: 15855

Budget Account: 3219

GL: 8516

Draw #: _____

Program Name: Office of Public Health Informatics & Epidemiology	Subgrantee Name: Washoe County Medical Examiner & Coroner's Office
Address: 4126 Technology Way, Suite 200 Carson City, NV 89706-2009	Address: PO Box 11130 Reno, NV 89520
Subgrant Period: September 1, 2016 through August 31, 2017	Subgrantee's: EIN: <u>88-6000138</u> Vendor #: <u>T40283400-D</u>

FINANCIAL REPORT AND REQUEST FOR FUNDS

(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	\$59,984.00	\$0.00	\$0.00	\$0.00	\$59,984.00	0.0%
2 Travel	\$2,872.00	\$0.00	\$0.00	\$0.00	\$2,872.00	0.0%
3 Operating	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
4 Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
5 Contract/Consultant	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
6 Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
7 Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	-
Total	\$62,856.00	\$0.00	\$0.00	\$0.00	\$62,856.00	0.0%

This report is true and correct to the best of my knowledge

Authorized Signature _____

Title _____

Date _____

Reminder: Request for Reimbursement cannot be processed without an expenditure report/back-up. Reimbursement is only allowed for items contained within Subgrant Award documents. If applicable, travel claims must accompany report.

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Program contact necessary? Yes No

Contact Person: _____

Reason for contact: _____

Fiscal review/approval date: _____

Signed: _____

Scope of Work review/approval date: _____

Signed: _____

ASO or Bureau Chief (as required): _____

Date: _____

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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). Within nine (9) months of the close of your organization's fiscal year, you **must** submit a copy of the final audit report to:

***Nevada State Division of Public and Behavioral Health
Attn: Contract Unit
4150 Technology Way, Suite 300
Carson City, NV 89706-2009***

2. Did your organization expend \$750,000 or more in all federal awards during your organization's most recent fiscal year? YES NO
3. When does your organization's fiscal year end? _____
4. What is the official name of your organization? _____
5. How often is your organization audited? _____
6. When was your last audit performed? _____
7. What time period did your last audit cover _____
8. Which accounting firm conducted your last audit? _____

Signature

Date

Title

**DIVISION OF PUBLIC AND BEHAVIORAL HEALTH
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SECTION F

Business Associate Addendum

BETWEEN

Nevada Division of Public and Behavioral Health

Hereinafter referred to as the "Covered Entity"

and

Washoe County Medical Examiner and Coroner's Office

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 Division 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.