STATE OF NEVADA DEPARTMENT OF HEALTH AND HUMAN SERVICES

OFFICE OF COMMUNITY PARTNERSHIPS AND GRANTS

Attachment G

Confidentiality Addendum

BETWEEN

Department of Health and Human Services, Office of Community Partnerships and Grants

Hereinafter referred to as "Department"

and

Subrecipient's Name

Hereinafter referred to as "Subrecipient"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between Department and Subrecipient.

WHEREAS, Subrecipient may have access, view or be provided information, in conjunction with goods or services provided by Subrecipient to Department that is confidential and must be treated and protected as such.

NOW, THEREFORE, Department and Subrecipient agree as follows:

I. <u>DEFINITIONS</u>

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. Agreement shall refer to this document and that agreement to which this addendum is made a part.
- 2. **Confidential Information** shall mean any individually identifiable information, health information or other information in any form or media.
- 3. **Subrecipient** shall mean the name of the organization described above.
- 4. **Required by Law** shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by Department or created by Subrecipient from that confidential information is destroyed or returned, if feasible, to Department pursuant to Clause VI (4).

III. <u>LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW</u>

Subrecipient hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by Department for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY SUBRECIPIENT

Subrecipient shall be permitted to use and/or disclose information accessed, viewed or provided from Department for the purpose(s) required in fulfilling its responsibilities under the primary agreement.

V. <u>USE OR DISCLOSURE OF INFORMATION</u>

Subrecipient may use information as stipulated in the primary agreement if necessary for the proper management and administration of Subrecipient; to carry out legal responsibilities of Subrecipient; and to provide data

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aggregation services relating to the health care operations of Department. Subrecipient may disclose information if:

- 1. The disclosure is required by law; or
- 2. The disclosure is allowed by the agreement to which this Addendum is made a part; or
- 3. The Subrecipient has obtained written approval from the Department.

VI. OBLIGATIONS OF SUBRECIPIENT

- 1. **Agents and Subcontractors.** Subrecipient shall ensure by subcontract that any agents or subcontractors to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to Subrecipient and are contained in Agreement.
- 2. **Appropriate Safeguards.** Subrecipient will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.
- 3. **Reporting Improper Use or Disclosure.** Subrecipient will immediately report in writing to Department any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.
- 4. Return or Destruction of Confidential Information. Upon termination of Agreement, Subrecipient will return or destroy all confidential information created or received by Subrecipient on behalf of Department. If returning or destroying confidential information at termination of Agreement is not feasible, Subrecipient will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the Subrecipient maintains will not be used or disclosed.

IN WITNESS WHEREOF, Subrecipient and the Department have agreed to the terms of the above written Addendum as of the effective date of the agreement to which this Addendum is made a part.

Subrecipient Organization		Department of Health and Human Services	
Signature	Date	Signature	Date
Print Name		Print Name	
Title		Title	