



**TO:** SOUTHERN NEVADA COMMUNITY HEALTH CENTER **DATE:** May 28, 2020

**RE:** *Approval of Agreement for the Emergency Scope Site between the Southern Nevada Community Health Center and All Saints' Episcopal Church*

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**PETITION #04-20**

**That the Southern Nevada Community Health Center Board** *approves Agreement between the Southern Nevada Community Health Center and All Saints' Episcopal Church*

**PETITIONERS:**

**Alfred McGugin, MPA, FQHC Operations Officer**   
**Fermin Leguen, MD, MPH, Acting Chief Health Officer** 

**DISCUSSION:**

The Southern Nevada Community Health Center proposes the use of facilities at All Saints Episcopal Church for the testing of COVID-19 in communities of color and vulnerable populations as well as provider telehealth service to those same communities. This partnership will reduce barriers these communities already face when accessing both COVID-19 testing services and general health care. The SNCHC board of directors at the April 2020 board meeting agreed that it was not a conflict of interest to provide these services at All Saints Episcopal Church and this petition seeks to memorialize that agreement.

**FUNDING:**

\$5,000 funded from HRSA in COVID-19 Preparedness and Response Supplemental Funding. This funding was released and received by the SNCHC March 27, 2020.



EMERGENCY LOCATION LEASE AGREEMENT  
BETWEEN  
ALL SAINTS EPISCOPAL CHURCH  
AND  
SOUTHERN NEVADA COMMUNITY HEALTH CENTER,  
A DIVISION WITHIN THE  
SOUTHERN NEVADA HEALTH DISTRICT  
F2010015

THIS EMERGENCY LOCATION LEASE AGREEMENT for the lease of real property ("Lease") is made by and between All Saints Episcopal Church, a not-for-profit faith-based community organization ("Lessor") and the Southern Nevada Community Health Center, a division within the Southern Nevada Health District ("Lessee") (individually "Party", collectively "Parties").

RECITALS

WHEREAS, as a Federally Qualified Health Center ("FQHC"), Lessee is a licensed safety net provider of comprehensive primary and preventive medical services, sexual health care services, dental health care services, and reproductive health services; and

WHEREAS, the state of Nevada is currently subject to the State of Emergency declared by its governor on March 12, 2020 due to the COVID-19 pandemic; and

WHEREAS, Lessee has determined it requires additional temporary space within its current zip code to adequately serve elderly, uninsured and underinsured population as a result of the State of Emergency, and desires to collaborate with a community partner to offer additional telemedicine services and COVID-19 testing; and

WHEREAS, Lessee has received federal funds from Health Resources and Services Administration ("HRSA"), an operating division of the U.S. Department of Health and Human Services ("HHS"), Federal Award Identification Number H8CCS34991 ("FAIN"), CFDA 93.224, program entitled FY 2020 Coronavirus Supplemental Funding for Health Centers, awarded on March 19, 2020, wherein Lessee will expand upon preventing and preparing for COVID-19 as community needs evolve in southern Nevada, and as part of its response to the current public health emergency; and

WHEREAS, Lessor is the owner of real property which can be rented short-term and clinically equipped for Lessee's use during the State of Emergency, located at 4201 W. Washington Avenue, Las Vegas, Nevada 89107 (the "Premises"); and

WHEREAS, as a non-federal procurement contractor, Lessee wishes to lease the Premises to Lessor as a temporary emergency location to provide clinical services to the community; and

WHEREAS, and pursuant to Section 2 of the MOU, the Parties hereby agree to enter into this Lease Agreement; and

**NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the Parties agree as follows:**

**1) Premises.**

**1.01 The Premises are described as follows: clinical and administrative office space located at 4201 W. Washington Avenue, Las Vegas, Nevada 89107 consisting of approximately 1,927 square feet.**

**1.02 The Premises includes the following:**

- a) WiFi services**
- b) Access to use Lessor's SmartTVs as needed**
- c) Four (4) general purpose rooms**
- d) Four (4) restrooms for use of Lessee's employees and clients**
- e) Access to a courtyard adjacent to the premises for use of Lessee's employees and clients**
- f) Two (2) keys and gate code to open all gates and doors necessary for Lessee's use of the Premises**

**1.03 Should Lessee require to utilize larger clinical facilities within Lessor's facility, the Parties agree to review the space needs requests and discuss feasibility and cost implications to both Parties. Lessor will make reasonable efforts to meet the Lessee's additional space needs.**

**2) Term; Renewal Options; Termination.**

**2.01 Term. This Lease is effective as April 1, 2020 ("Effective Date") through June 30, 2020 (the "Term").**

**2.02 Termination. This Lease may be terminated by either Party without penalty, with or without cause, upon giving written notice of the intent to terminate thirty (30) days prior to the date of the intended termination.**

**3) Rent.**

**3.01 From and after the Effective Date, Lessee shall pay rent to Lessor a total of \$5,000 for the months of April, May, and June of 2020 within five (5) business days after full execution of the Lease.**

**3.02 Utilities. Lessor shall provide 100% of the utilities (i.e. electricity, gas, water, and trash) for the Premises, including heated and cooled central air.**

- a) Lessor will provide and pay for building security and maintenance. Lessor will also provide and pay for janitorial services to ensure deep cleaning and supply stocking of bathrooms on the Premises every Saturday during the Term of the Lease at.**

- b) Lessee will provide and pay for removal of medical waste and will ensure cleaning and disinfection of all rooms and gates used by Lessee in between patients, and at the end of each business day.

**4) Use of Premises.**

4.01 The Premises are to be used as a temporary emergency location for the purpose of providing health services to the community in the form of telemedicine services and COVID-19 testing. Lessee shall restrict its use to such purposes and shall not use or authorize the use of the Premises for any other purpose without the prior written consent of Lessor, which consent will not be unreasonably withheld.

**5) Alterations.**

5.01 Lessee shall make no physical alterations to the Premises without prior written approval from Lessor's Rector, which approval will not be unreasonably withheld.

**6) Delivery, Acceptance, and Surrender of Premises.**

6.01 Lessor shall deliver possession of the Premises in a condition fit for use by Lessee. Acceptance of the Premises by Lessee shall be construed as recognition that that the Premises are in a good state of repair and in sanitary condition.

6.02 Any equipment provided by Lessor will be maintained in good working condition, less normal wear and tear.

6.03 Lessee shall surrender the Premises at the end of the Lease in the same condition as when Lessee initially occupied the Premises, allowing for reasonable use and wear. Before surrender, Lessee shall remove all furniture, equipment and fixtures placed in the Premises by Lessee and restore the Premises to the same condition as when Lessee completed Tenant Improvements, allowing for reasonable use and wear.

**7) Entry on Premises by Lessor.**

7.01 Lessor reserves the right to enter the Premises at reasonable times for inspection and to perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the Premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupancy of the Premises.

**8) Parking.**

8.01 Lessor will make available four (4) handicap designated parking spaces, 14 covered parking spaces, and 54 open parking spaces available for use by Lessee's employees and clients. Such parking spaces will be located adjacent to the Premises.

**9) Insurance.**

9.01 Each Party shall carry insurance, through commercial insurance carriers or self-insurance, sufficient to cover its interest or potential liabilities hereunder including,

but not limited to worker's compensation and comprehensive general liability.

**10) Indemnification.**

**10.01** Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. Lessee does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of the Parties shall not be subject to punitive damages.

**12.2** Without limiting the generality of the foregoing, Lessee hereby agrees to assume liability for and, to the maximum extent and duration permissible by law, to protect, indemnify and save and hold Lessor, officers and employees harmless from and against any and all liability, claims, demands, losses, fines, expenses or causes of action of any kind to the extent arising out of the acts or omissions of Lessee or its employees, agents or contractors or subcontractors while on the Premises, including, without limitation (i) loss of or damage to the Premises or other property of Lessor; (ii) loss of or damage to third party property, (iii) loss attributable to bodily or personal injury, disease or death suffered by representatives, employees or agents of Licensor or its contractors and their subcontractors; and (iv) damage or harm to the environment.

**11) Default and Remedies.**

**11.01 Lessee Default; Termination.** If Lessee defaults in any obligation of this Lease and fails to cure the default within thirty (30) days after Lessor delivers a notice of default to Lessee, Lessor may terminate this Lease upon an additional fifteen (15) days' written notice; provided, however, that if such default cannot reasonably be cured within thirty (30) days, the defaulting Party shall have sufficient time to cure the default, if such cure is commenced within said thirty (30) day-period and promptly completed.

**11.02 Lessor Default.** If Lessor defaults in any obligation under this Lease and fails to cure the default within thirty (30) days after Lessee delivers a notice of default to Lessor, Lessee may terminate this Lease upon an additional fifteen (15) days' written notice; provided, however, that if the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall have sufficient time to cure the default, if such cure is commenced within said thirty (30) day-period and promptly completed.

**12) Remedies Cumulative.**

**12.01** The various rights, options, elections, and remedies of the Parties contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law.

**13) Assignability.**

**13.01** This Lease is not assignable by either Party.

**14) Governing Law.**

**14.01** This Lease and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Lease.

**15) Notices.**

**15.01** Any notices required or appropriate under this Lease shall be in writing and shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or the United States mail at the following addresses:

**LESSOR**

All Saints Episcopal Church  
Fr. Michael Engfer  
4201 W. Washington Ave.  
Las Vegas, NV 89107

**LESSEE**

Southern Nevada Community Health Center,  
a division within the  
Southern Nevada Health District  
Contract Administrator, Legal Dept  
280 S. Decatur Blvd  
Las Vegas, NV 89107

**16) Third Party Beneficiaries.**

**16.01** This Lease and attachments hereto, are not intended to confer any rights to any person or entity not a party hereto.

**17) Status of Parties; Independent Entities.**

**17.01** The Parties are associated with each other for the purposes and to the extent set forth in this Lease. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between the Parties. No provisions of this Lease, or any acts of the Parties hereto, shall be deemed to create any relationship between the Parties other than as set forth in this Lease.

**18) Statement of Eligibility.**

**18.01** STATEMENT OF ELIGIBILITY. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

**19) Compliance with Applicable Requirements for a Non-Federal Procurement Contractor Receiving Payment with Federal Funds Originating with HRSA**

**19.01** Lessor agrees to comply with requirements detailed in Exhibit A, Requirements for a Non-Federal Procurement Contractor Receiving Payment with Federal Funds

Originating with HRSA, as applicable.

**20) Confidentiality.**

20.01 To comply with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, to protect the security, confidentiality, and integrity of protected health information, the Parties will execute a Business Associate Agreement, attached hereto as Exhibit B and expressly incorporated by reference herein.

**21) Public Records.**

21.01 Pursuant to NRS Chapter 239, information or documents, including this Lease, and any other documents generated incidental thereto may be opened by Lessee to public inspection and copying. Lessee will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

**22) Use of Name and Logo.**

22.01 Lessor may not use Lessee's name or logo for any purpose without the Lessee's prior written consent. Lessor agrees that Lessee, in its sole discretion, may impose restrictions on the use of its name and/or logo. Lessee retains the right to terminate, with or without cause, Lessor's right to use Lessee's name and/or logo.

**23) Execution in Counterparts.**

23.01 This Lease may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

**24) Entire Agreement.**

24.01 This Lease shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either Party except to the extent incorporated in this Lease.

**25) Modification.**

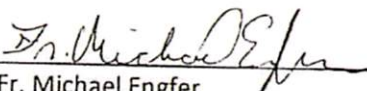
25.01 Any modification of this Lease or additional obligations assumed by either Party in connection with this Lease shall be binding only if approved by the Parties and evidenced by a written and signed addendum hereto.

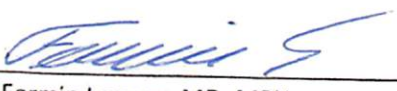
*[SIGNATURE PAGE TO FOLLOW]*

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

**LESSOR:**  
ALL SAINTS EPISCOPAL CHURCH

**LESSEE:**  
SOUTHERN NEVADA COMMUNITY HEALTH CENTER,  
A DIVISION WITHIN THE  
SOUTHERN NEVADA HEALTH DISTRICT


By:   
Fr. Michael Engfer  
Rector

By:   
Fermin Leguen, MD, MPH  
Executive Director

Date: 28 April 2020

Date: April 29, 2020

APPROVED AS TO FORM:

By:   
Heather Anderson-Fintak, Esq.  
Associate General Counsel  
Southern Nevada Community Health Center,  
a division within the  
Southern Nevada Health District



**ATTACHMENT A**  
**COMPLIANCE WITH APPLICABLE REQUIREMENTS FOR A NON-FEDERAL PROCUREMENT**  
**CONTRACTOR RECEIVING PAYMENT WITH FEDERAL FUNDS ORIGINATING WITH HRSA**

As a procurement contractor receiving payment made with federal Grant funds, Contractor agrees to ensure its compliance as applicable with the following procurement standards and provision of 2 CFR Part 200, and as codified in 45 CFR Part 75:

- A. **COMPLIANCE WITH UNIFORM GUIDANCE PROCUREMENT STANDARDS.** Contractor agrees to follow and comply with 2 CFR §§200.318 General Procurement Standards through 200.326 Contract Provisions as applicable.
- B. **UNIFORM GUIDANCE CONTRACT PROVISIONS.** In accordance with 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for Non-Federal Entities, Contractor agrees to follow and comply with all applicable contract provisions contained therein. These provisions may include the following:
  - B.1 **REMEDIES.** Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation-adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
  - B.2 **TERMINATION.** All federally funded contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
  - B.3 **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “Federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
  - B.4 **DAVIS-BACON ACT,** as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current

prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- B.5 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by a non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- B.6 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- B.7 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).

- B.8 ENERGY EFFICIENCY.** The Parties will comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
- B.9 DEBARMENT AND SUSPENSION.** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (a) Furthermore, each of Contractor’s vendors and sub-contractors will certify that to the best of its respective knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.
- B.10 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- B.11 PROCUREMENT OF RECOVERED MATERIALS.** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ATTACHMENT B  
BUSINESS ASSOCIATE AGREEMENT  
BETWEEN  
SOUTHERN NEVADA COMMUNITY HEALTH CENTER,  
A DIVISION WITHIN THE  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
ALL SAINTS EPISCOPAL CHURCH**

This Business Associate Agreement ("Agreement") is made and entered into this 29th day of April, 2020, between the Southern Nevada Community Health Center, a division within the Southern Nevada Health District ("Covered Entity"), and the All Saints Episcopal Church ("Business Associate"), (individually referred to as "Party" or collectively as "Parties").

**WITNESSETH:**

WHEREAS, the Department of Health and Human Services ("HHS") has promulgated regulations at 45 CFR Part 160 and 164, implementing the privacy and electronic security requirements set forth in the Administrative Simplification provision of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"); and

WHEREAS, Business Associate provides services to Covered Entity pursuant to one or more contractual relationships, said Agreements are detailed below and are hereinafter referred to as "Service Agreements," and

WHEREAS, in the course of fulfilling its responsibilities under such Service Agreements, Business Associate may have access to, use, and/or disclose Protected Health Information (as defined below); and

WHEREAS, Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document as if fully set out herein; and

WHEREAS, the enactment of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 establishes certain requirements relating to the use, disclosure, and safeguarding of protected health information by persons providing services to Covered Entities, and both Parties have mutually agreed to satisfy such requirements through this Agreement; and

NOW THEREFORE, in consideration of the Parties continuing obligations under the Service Agreement(s) and other good and valuable consideration, the Parties mutually agree to the provisions of this Agreement to address the requirements of the HIPAA Rules, establish satisfactory assurances Business Associate will appropriately safeguard any Protected Health Information received from or on behalf of Covered Entity, and, therefore, execute this Agreement.

**1. AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT**

Business Associate will provide services to Covered Entity pursuant to the following Service Agreements:

**EMERGENCY LOCATION LEASE AGREEMENT BETWEEN THE ALL SAINTS EPISCOPAL CHURCH AND  
SOUTHERN NEVADA COMMUNITY HEALTH CENTER, A DIVISION OF THE SOUTHERN NEVADA HEALTH DISTRICT  
F2010015**

**2. DEFINITIONS**

Any terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in 45 CFR Parts 160 and 164.

- i) **“Breach”** means the acquisition, access, use, or disclosure of PHI a manner that is not permitted under the privacy regulations which compromises the security or privacy of the PHI. Any unpermitted access, use, or disclosure is presumed a breach absent a demonstration of a low probability that the PHI has been compromised.
- ii) **“Protected Health Information” (PHI)** means individually identifiable health information including, without limitation, all data, documentation, demographic, medical, and financial information collected from an individual which relates to the past, present, or future physical or mental health, condition, provision of health care, or payment for the provision of health care to an individual. PHI includes without limitation **“Electronic Protected Health Information”** as defined below.
- iii) **“Electronic Protected Health Information” (ePHI)** means PHI which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.
- iv) **“HIPAA Rules”** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.
- v) **“Required by Law”** has the same meaning as the term **“required by law”** in 45 CFR § 164.103.
- vi) **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

**3. BUSINESS ASSOCIATE CONFIDENTIALITY REQUIREMENTS (Privacy Rule)**

Business Associate acknowledges and agrees:

- i) To not use or disclose PHI other than as permitted or required by this Agreement, the Service Agreements, or as Required by Law.
- ii) To use appropriate safeguards to prevent the use or disclosure of the PHI other than as provided for by this Agreement.
- iii) In case of any conflict between this Agreement and the Service Agreements, this Agreement shall govern.
- iv) All PHI created, received, maintained, or transmitted by Covered Entity and disclosed or made available in any form or format by Covered Entity or its operating units to Business Associate or is created, received maintained or transmitted by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.
- v) To use or disclose any PHI solely for meeting its obligations as set forth in the Service Agreement(s) and as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity.
- vi) Ensure all such uses and disclosures of PHI are subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and minimum necessary requirements.
- vii) Ensure any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restriction and conditions that apply through this Agreement to Business Associate with respect to such information (45 CFR § 164.314).

- viii) To fully cooperate in good faith and to assist Covered Entity in complying with the requirements of the HIPAA Rules.
- ix) Subject to the exceptions contained in the HITECH Act, Business Associate will not directly or indirectly receive remuneration for the sale or exchange of any PHI without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed "marketing" under the HIPAA Rules.

**4. BUSINESS ASSOCIATE SECURITY REQUIREMENTS (Security Rule)**

Business Associate acknowledges and agrees:

- i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- iii) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.

- iv) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
  - a. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
  - b. Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR § 164.410 and 45 CFR 404 within 15 business days of discovery of the Breach.
- v) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- vi) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to Covered Entity at the address set forth below:

Lynne Foster  
 Privacy Officer  
 280 S. Decatur Boulevard  
 Las Vegas, NV 89107

## 5. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

Notwithstanding the prohibitions otherwise set forth in this Agreement, Business Associate may use and disclose PHI as follows:

- i) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- ii) Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(b).
- iii) Business Associate shall report to Covered Entity any use or disclosure of PHI which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident it becomes aware, including breaches of unsecured PHI.
- iv) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

## 6. SPECIFIC USE AND DISCLOSURES

- i) HHS has the right to review, audit, or investigate Business Associate's records and practices related to the use and disclosure of PHI to ensure Covered Entity's compliance with the terms of the HIPAA Rules.
- ii) Upon request, provide Covered Entity with timely and appropriate access to records, electronic records, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- iii) At Covered Entity's Request, Business Associate agrees:
  - a. To comply with any requests for restrictions on certain disclosures of PHI to which Covered Entity has agreed and of which Business Associate has been notified.
  - b. Within 15 days of a request by Covered Entity, account for disclosures of PHI and make an account of such disclosure available to Covered Entity as required by 45 CFR § 164.528.

## 7. TERMINATION

- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
  - a. give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
  - b. terminate this Agreement and the Service Agreement(s) immediately.
- iii) This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.

- iv) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
  - a. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.
  - b. Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
  - c. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

#### **8. MISCELLANEOUS**

- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- ii) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- iii) Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- iv) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
- v) Business Associate will indemnify and hold harmless Covered Entity and any of its officers, directors, employees, or agents against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of Private information under the control of Business Associate or its agents or subcontractors that requires notification under the HIPAA Rules or state law, or any failure to perform its obligations with respect to Private Information by Business Associate, its officers, employees, agents, or any person or entity under Business Associate's direction or control.
- vi) This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party.
- vii) The Parties are independent entities, and nothing contained herein shall be construed or deemed to create a relationship of employer and employee, principal and agent, partners, or any relationship other than that of independent parties voluntarily cooperating with each other solely for the purpose of carrying out the provisions herein.
- viii) This Agreement will be governed by the laws of the State of Nevada.
- ix) Failure to declare a breach or the actual waiver of any particular breach of the Agreement or Service Agreement(s) or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.

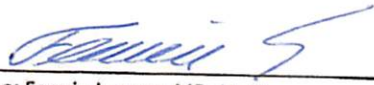


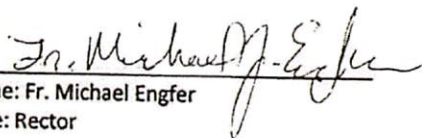
- x) Waiver of any term, provision or condition of this Agreement, in any one or more instances, shall not be deemed to be construed as a further waiver from any such term, provision or condition, or as a waiver of any other term, provision or condition of this Agreement.
- xi) Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and the Business Associate to comply with the HIPAA Rules.
- xii) Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- xiii) In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect.
- xiv) This Agreement is the result of the joint efforts of Covered Entity and Business Associate, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the Parties and there shall be no construction against any Party based on any presumption of that Party's involvement in the drafting thereof.
- xv) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

**COVERED ENTITY**  
**SOUTHERN NEVADA COMMUNITY HEALTH CENTER,**  
**A DIVISION WITHIN**  
**THE SOUTHERN NEVADA HEALTH DISTRICT**

**BUSINESS ASSOCIATE**  
**ALL SAINTS EPISCOPAL CHURCH**

By:   
 Name: Fermin Leguen, MD, MPH  
 Title: Acting Chief Health Officer  
 Date: 4/29/2020

By:   
 Name: Fr. Michael Engfer  
 Title: Rector  
 Date: 28 April 2020