



**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
DAN MUSGROVE ADVOCACY, INC.
SNHD-9-SA-15-001**

THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into by and between the Southern Nevada Health District (District) and Dan Musgrove Advocacy, Inc. (Contractor) (may be individually referred to as "Party" and collectively, referred to as "Parties").

WHEREAS, pursuant to Nevada Revised Statutes (NRS) Chapter 439, the District is the public health authority for Clark County, Nevada and has jurisdiction over all public health matters therein; and

WHEREAS, Contractor provides advocacy and consulting services and manages clients' government affairs, public policy initiatives, and lobbying before local and state governmental entities, local and state regulatory bodies, state agencies and the Nevada State Legislature (Lobbyist Services).

WHEREAS, the Parties wish to state the terms and conditions under which Contractor will provide the Lobbyist Services to District, and

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein specified, the Parties agree as follows:

1. TERM and TERMINATION.

1.01 This Agreement shall be effective from July 15, 2014 to July 14, 2016 unless sooner terminated by either Party as set forth in this Agreement. This Agreement may be renewed for an additional period(s) upon written mutual agreement of both Parties.

1.02 This Agreement may be terminated with or without cause, by either Party upon thirty (30) days advance written notice to the other Party. This Agreement may be terminated immediately by the District upon any breach hereof or violation of the law by Contractor. Upon termination of the Agreement, Contractor shall return to District all records, notes, data, memoranda and materials of any nature that are in Contractor's possession or under Contractor's control and that are District's property or relate to District's business.

2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR.

2.01 Contractor agrees to provide lobbying and representative services before the Nevada State Legislature during the 2015 Legislative Interim and Legislative Session as more fully outlined in EXHIBIT A: SCOPE OF WORK.

2.02 In performing these services, Contractor shall at all times comply with all federal, state and local statutes, rules and ordinances applicable to the performance of such services

In addition, these services and all duties incidental or necessary thereto, shall be performed diligently and completely and in accordance with professional standards of conduct and performance.

3. COMPENSATION.

- 3.01 Contractor will be paid for services provided at the rate set forth in EXHIBIT B, PAYMENT, not to exceed a maximum of \$156,000.00 for the term of this Agreement, including all fees and reimbursable expenses.
- 3.02 District shall pay Contractor for services rendered after receipt of an invoice. Payments will be processed within 30 (thirty) days from receipt of an invoice. Contractor shall be paid for services rendered, but in no case shall the total amount to be paid exceed the amount noted in EXHIBIT B: PAYMENT unless such expenses are pre-approved by the District's Chief Health Officer.
- 3.03 Upon execution of this Agreement, Contractor shall complete and return a W-9 to the District. No payment will be issued prior to receipt of Contractor's W-9.
- 3.04 Upon termination of this Agreement, payments under this paragraph shall cease; provided, however, that Contractor will be entitled to payments for periods or partials that occurred prior to the date of termination and for which Contractor has not yet been paid.

4. INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

EXHIBIT A: SCOPE OF WORK
EXHIBIT B: PAYMENT

5. STATUS OF PARTIES; INDEPENDENT CONTRACTOR.

- 5.01 The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, Contractor shall at all times be an independent Contractor and not an employee with respect to District. This Agreement is neither intended to nor will it be construed as creating any other relationship, including one of employment, joint venture, or agency.
- 5.02 Contractor shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Contractor.

6. CONFLICT OF INTEREST.

- 6.01 Contractor may represent more than one client at any legislative session; however, for the term of this Agreement, Contractor shall not represent any person or entity that would have an adversarial position or interest in conflict with the best interests of the District without the District's prior written approval. Contractor shall immediately disclose potential adversarial positions and/or conflicts of interest.
- 6.02 Contractor, not the District, shall have the power to control and direct the details, manner or means of services provided. Contractor shall have no obligation to work

any particular hours or particular schedule and retains the right to determine the means of performing the services covered by this Agreement. Contractor shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper; provided, however, that any contract so made by the Contractor is to be paid by Contractor alone, and that by employing such workers, Contractor is acting individually and not as an agent of the District.

7. **INSURANCE.** Contractor acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor (and Contractor's employees, if any). Contractor waives any right to recovery from the District for any injuries Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement. Contractor agrees to provide District with necessary documentation, including certificates of insurance, evidencing the required coverage, if requested.
8. **THIRD PARTY BENEFICIARIES.** The Parties do not intend to create in any other individual or entity the status of a third Party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties hereto and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.
9. **DISTRICT RESPONSIBILITIES.** In addition to the obligations set forth in Paragraph 3, Compensation, hereinabove, District agrees to cooperate fully with Contractor and to promptly provide all information known or available to the District in furtherance of Contractor's representation hereunder.
10. **OWNERSHIP OF DOCUMENTS.**
 - 10.01 Any and all products, reports, etc. developed by Contractor in whole or in part which are utilized, or accepted by District in furtherance of this Agreement, and any and all intellectual, property rights, including copyrights in the products, reports, etc., shall become the exclusive property of District.
 - 10.02 All services performed under this Agreement will be conducted solely for the benefit of the District and will not be used for any other purpose without prior written consent of the Chief Health Officer.
11. **CONFIDENTIALITY.**
 - 11.01 No protected health information as that term is defined in the health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, will be shared with Contractor during the course of this Agreement.
 - 11.02 Contractor agrees that nonpublic, proprietary/confidential information acquired in furtherance of this Agreement shall not be used or disclosed for any purpose unrelated to this Agreement. Contractor shall preserve the confidentiality of all proprietary/confidential of all District documents and data accessed for use in Contractor's work product.

11.03 Contractor shall comply with applicable laws and rules regulating proprietary/confidential information and will exercise the same standard of care to protect such proprietary/confidential information as a reasonably prudent Contractor would use to protect its own proprietary/confidential data.

12. GENERAL PROVISIONS.

12.01 BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, reasonable attorneys' fees and costs.

12.02 WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.

12.03 LIMITED LIABILITY. The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.

12.04 FORCE MAJEURE. Neither Party shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excusing Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

12.05 INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.

12.06 NON-DISCRIMINATION. Contractor employs employees without regard to race, sex, color, religion, age, ancestry, national origin, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability or sexual orientation. Contractor agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission ("NERC"), and the American with Disabilities Act ("ADA"), in connection with this Agreement.

12.07 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

12.08 ASSIGNMENT. Neither Party shall assign, transfer or delegate any rights, obligations or duties under this Agreement without the prior written consent of the other Party.

- 12.09 PUBLIC RECORDS; CONFIDENTIALITY. Pursuant to NRS Chapter 239, information or documents, including this Agreement, maybe open to public inspection and copying. District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interest.
- 12.10 PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Agreement on behalf of each Party has full power and authority to enter into this Agreement and that the Parties are authorized by law to perform the services set forth in the documents incorporated herein.
- 12.11 ENTIRE AGREEMENT. This Agreement and that attachments hereto constitute the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 12.12 AMENDMENTS. This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 12.13 GOVERNING LAW. This Agreement shall be construed and interpreted according to the laws of the State of Nevada. The exclusive venue of any action or proceeding arising out of or in connection with this Agreement shall be Clark County, Nevada.
- 12.14 NOTICES: All notices permitted or required under this Agreement shall be made by overnight delivery or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

Southern Nevada Health District
 Andrew J. Glass
 Director of Administration
 P.O. Box 3902
 Las Vegas, NV 89127

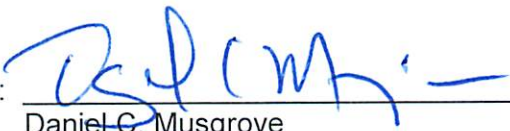
Dan Musgrove Advocacy, Inc.
 Daniel C. Musgrove
 President
 7500 W. Lake Mead Blvd, #9-330
 Las Vegas, NV 89128

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

DAN MUSGROVE ADVOCACY, INC.

By: 
 Andrew J. Glass, FACHE, MS
 Director of Administration

By: 
 Daniel C. Musgrove
 President

Date: 7/3/14

Date: 7/3/14

Approved as to form:


 Annette L. Bradley, Esq.
 Attorney for Southern Nevada Health District

EXHIBIT A
SCOPE OF WORK
SNHD-9-SA-15-001

Contractor will assist District in developing and pursuing the District's legislative priorities. Assistance will include preparing information for legislators, drafting legislation and amendments, preparing and presenting testimony, and preparing applicable reports and updates. Contractor will report directly to the Chief Health Officer or his designee.

The Contractor shall also provide the following services:

- 1) Assist the District in preparing for the 2015 Legislative Session.
- 2) Represent District interests with any legislative standing or interim study committees before which public health matters are raised and report on key developments related to District concerns.
- 3) Provide coverage, lobbying, and representation of the District on legislative, regulatory, or political issues occurring during the 2015 Legislative interim.
- 4) Provide coverage, lobbying, and representation of the District on legislative, regulatory, or political issues occurring during the 2015 Legislative session.
- 5) Attend meetings in person or by phone with the District as necessary to keep it informed of political, legislative, or regulatory developments and provide strategic advice to assist the District in developing and implementing appropriate strategies.
- 6) Actively communicate and provide real-time updates as needed during the 2015 Legislative Interim and Legislative Session on information gathered from meetings, hearings, and/or discussions of relevance to priority legislation that will impact District programs, strategic plan, and/or budget.
- 7) Arrange meetings with Nevada Senate and Assembly delegations as appropriate.
- 8) Track legislation pertinent to the District, provide real-time reports on an agreed upon schedule, including hearings attended, testimony provided, etc.
- 9) Send updated lists and commentary of introduced bill draft requests and introduced bills that are aligned with District's legislative priorities and/or are of interest, relevant, and/or will have an impact to District programs, strategic plan and/or budget.
- 10) Act as a liaison on behalf of District with the Nevada State Legislature at key committee meetings, sub-committee meetings, legislative events and special interest meetings related to legislative activities.
- 11) Assist the District in interpreting legislation and filing comments as appropriate.
- 12) Arrange and prepare for presentations of testimony during legislative committee meetings to be given by the Contractor or by District subject matter experts as appropriate.

- 13) Review proposed legislation and advise the Chief Health Officer or designee on issues that may impact District policies, programs, or success at fulfilling its public health mission, current mandates, or goals.
- 14) Collaborate with staff to develop and implement legislative strategies to further identified public health goals.
- 15) Identify key legislators to sponsor bills and/or champion issues of importance to District.
- 16) Produce issue papers, talking points and fact sheets for educating legislative members, SNHD Board members, and other stakeholders on key public health issues.
- 17) Identify potential District funding opportunities.
- 18) Produce specific memoranda analyzing bills of special interest, amendments proposed, or other key issues important to District interests.
- 19) Ensure continuous presence in Carson City during 2015 Legislative Session.
- 20) Ensure continuous monitoring of any legislative developments or initiatives during non-session periods.
- 21) Prepare a detailed end of session report and analysis within 30 days of the end of each legislative session.

**EXHIBIT B
PAYMENT
SNHD-9-SA-15-001**

- 1) Contractor will be paid for performance of the Scope of Work (EXHIBIT A: SCOPE OF WORK) at the rate of \$7,000.00 per month for the period July 15, 2014 through June 30, 2015 and then \$6,000.00 per month for the period July 1, 2015 through June 30, 2016.
 - a) This is the maximum that will be charged for all work performed. This amount will not be exceeded, even if the Contractor's actual costs surpass this capped amount without prior written approval from the Chief Health Officer.

- 2) Contractor invoice must be submitted monthly for services rendered, and include:
 - a) A report listing each activity and action completed by the Contractor on behalf of the District;
 - b) Dates work incurred, with attachments, as necessary; and
 - c) Receipts, if appropriate.

- 3) Any extraordinary expenses must be pre-approved in writing by the Chief Health Officer and submitted with receipts.