



**TO:** SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      **DATE:** October 9, 2015





**RE:** *Approval of Interlocal Agreement between Mount Charleston Fire District and the Southern Nevada Health District*

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**PETITION #33-15**

**That the Southern Nevada District Board of Health** *approves Interlocal Agreement between Mount Charleston Fire District and the Southern Nevada Health District.*

**PETITIONERS:**

 **John Hammond, BS, EMSTS Manager**  
 **Cassius Lockett, PhD, MS, Director of Community Health**  
 **Andrew J. Glass, FACHE, MS, Director of Administration**  
**Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer** 

**DISCUSSION:**

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.

The Southern Nevada Health District Office of EMS & Trauma System and Mount Charleston Fire District have shared interests in providing oversight and system improvement of the Southern Nevada EMS & Trauma System. A data sharing agreement specifying roles, responsibilities and authorized use of the EMS data will formalize existing arrangements in regard to data management. It is to the mutual advantage and benefit of both parties to enter into this agreement.

**FUNDING:**

No funding is required.



**INTERLOCAL AGREEMENT  
FOR RECEIPT OF EMERGENCY MEDICAL SERVICES INFORMATION  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
MOUNT CHARLESTON FIRE DISTRICT  
SNHD-6-INT-16-038**

This Interlocal Agreement (“Agreement”) is entered into between the Southern Nevada Health District (“Health District”), located at 330 South Valley View Boulevard, Las Vegas, Nevada, and Mount Charleston Fire District (“Provider”) located at 3955 North Pecos, Las Vegas, Nevada 89115 (individually referred to as “Party,” and collectively, as “Parties”) for the provision of data including but not limited to electronic patient care data to support the Emergency Medical Services and Trauma System.

WHEREAS, NRS 277.180 authorizes public entities to contract with one or more other public agencies to perform any governmental service activity or undertaking which any of the public agencies entering into the contract is authorized to perform; and

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

WHEREAS, pursuant to NRS Chapter 450B, the Health District is the Emergency Medical Services regulatory authority for Clark County, Nevada and has jurisdiction over all EMS and Trauma System activities therein; and

WHEREAS, Provider, is a government entity and Covered Entity that provides Emergency Medical Services (EMS) and operates an ambulance service or firefighting agency in Clark County, Nevada; and

WHEREAS, the Health District conducts oversight for the EMS and Trauma System; and

WHEREAS Provider intends to contribute data to the Health District for regulatory and public health purposes as described herein; and

WHEREAS, Health District and Provider desire to formalize their understanding regarding the method of exchange of electronic protected health information (“PHI”) submitted to the Health District.

NOW THEREFORE, Health District and Provider agree as follows:

1. PURPOSE

To support the EMS and Trauma System by providing data as described above for the ongoing regulatory oversight of the EMS and Trauma System. The data will be used to review and evaluate Emergency Medical Services care in the system, monitor trends in system performance

and make recommendations for system improvements. Additionally, to provide analysis of specific data in support of focused initiatives as requested by the Health District, the Health District Medical Advisory Board or one of its subcommittees.

## 2. AUTHORITY

Pursuant to Nevada Revised Statutes, Chapter 450B and the Health District Emergency Medical Services Regulations, Section 1300, the Health District may acquire information from Provider relating to the treatment of trauma. Nothing in this Agreement negates, alters, or supersedes federal, state, or local laws that govern the protection and use of healthcare related data.

## 3. SCOPE OF SERVICES

3.01 Nothing in this Agreement is intended to lessen the responsibility of Provider or Health District or restrict the Health District's authority to act as provided by law or regulation.

3.02 For the term of this Agreement, Provider will:

- a) Transfer the data elements required by the Health District in National Highway Traffic Safety Administration ("NHTSA") 2.2.1 XML (eXtensible Markup Language) format using the data definitions described in the NHTSA Data Dictionary pursuant to the terms set forth in this Agreement.
- b) Provide secure transfer, encryption, and appropriate back-up systems.
- c) Report any suspected or confirmed security breaches in message transport or data content immediately to the Health District's Point of Contact.
- d) Be responsible for its own costs and expenses necessary to comply with this Agreement.

3.03 For the term of this Agreement, Health District will:

- a) Protect the confidentiality of all data and individually identifiable information provided by Provider.
- b) Use the information solely for the purpose of EMS and Trauma System surveillance, system evaluation, performance improvement, focused initiatives, and public health activities.
- c) Use appropriate safeguards to ensure the data provided is used only as required or permitted by law.
- d) Not attempt to determine the identity of, nor contact any person whose information is contained in the data set unless such actions are necessary as part of a public health investigation or otherwise fall within the authority of the Health District as provided by Nevada law.

#### 4. POINT OF CONTACT

Each Party shall designate an individual to be responsible for communications and the granting of access related to this Agreement. All designations regarding access to data or changes in this Agreement must be submitted in writing.

#### 5. TERM AND TERMINATION

5.01 The Effective Date of this Agreement is the date of the signature of the authorized representative last affixed to this Agreement through September 30, 2018.

5.02 This Agreement may be terminated by either Party with or without cause upon 30-calendar days notice in writing to the other Party. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

#### 6. CONFIDENTIALITY

Both Parties are Covered Entities as that term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

- a) Pursuant to 45 CFR 164.512(b)(1)(i), a Covered Entity may disclose PHI "for public health activities" to "a public health authority that is authorized by law to collect or receive such information for the purpose of...public health investigations."
- b) The Health District is just such a public health authority;
- c) NRS Chapter 450B authorizes the Health District to collect information regarding the care or transportation of patients within Clark County;
- d) The data to be provided pursuant to this Interlocal will be used for public health purposes, including, but not limited to health oversight activities and quality assessment and improvement activities necessary to support the EMS and Trauma system core functions;
- e) Accordingly, the disclosures contemplated by this Interlocal are authorized by law, fall within the HIPAA public health exception, and do not require a Business Associate Agreement.

6.01 Both Parties are covered entities as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as from time to time amended.

6.02 Pursuant to 45 CFR 164.512 (b)(1)(i), a Covered Entity may disclose Protected Health Information "for public health activities" to "a public health authority that is authorized by law to collect or receive such information for the purpose of public health investigations." Accordingly, the disclosures contemplated by this Agreement are authorized, fall within the HIPAA public health exception, and do not require a Business Associate Agreement.

6.03 Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Provider to comply with the Privacy Rule.



7. INDEPENDENT ENTITIES

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.

8. THIRD PARTY INTEREST

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 the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

9. APPLICABLE LAW

The construction, interpretation, and enforcement of this Agreement shall be governed by 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 Agreement.

10. AMENDMENTS OR MODIFICATIONS

This Agreement may be amended or modified at any time by written mutual agreement.

11. 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. ASSIGNMENT

Neither Party may assign this Agreement without the prior written consent of the other Party.

13. INDEMNIFICATION

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

14. PUBLIC RECORDS

Pursuant to NRS 239.010, information or documents, including this Agreement, may be open to public inspection and copying. The Parties will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

15. NOTICES

All notices permitted or required under this Agreement shall be made via U.S. certified mail or postage prepaid to the other Party at their address set out below:

**Southern Nevada Health District**  
Financial Services Department  
Materials Management Supervisor  
Southern Nevada Health District  
P.O. Box 3902  
Las Vegas, NV 89127

**Mount Charleston Fire District**  
Jorge Gonzalez, Fire Chief  
3955 N. Pecos  
Las Vegas, Nevada 89115

16. EXECUTION IN COUNTERPARTS

This Agreement 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.

17. AUTHORIZATION

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 herein.

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

**SOUTHERN NEVADA HEALTH DISTRICT**

**MOUNT CHARLESTON FIRE DISTRICT**

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

By: \_\_\_\_\_  
Jorge Gonzalez  
Fire Chief

Date: 10/2/15

Date: \_\_\_\_\_

Approved as to form:

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