



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH DATE: April 26, 2018

RE: *Approval of Interlocal Service Agreement between Southern Nevada Health District and the Clark County Department of Juvenile Justice Services*

PETITION # 10-18

That the Southern Nevada District Board of Health approve the Interlocal Service Agreement C1800133, between the Southern Nevada Health District (SNHD) and the Clark County Juvenile Justice Services (CCDJJS) to allow the Southern Nevada Public Health Laboratory to provide laboratory testing for sexually transmitted diseases as a fee-for-service arrangement.

PETITIONERS:

Karen F. Carifo, PhD, Laboratory Director *KFC 4/24/18*
Michael Johnson, PhD, Director of Community Health *MJ 4/16/18*
Andrew J. Glass, FACHE, MS, Director of Administration *AG*
Joseph P. Iser, MD, DrPH, MSc, Chief Health Officer *JPI*

DISCUSSION:

This is an agreement for sexually transmitted disease testing services to be provided by the Southern Nevada Public Health Laboratory (SNPHL) for CCDJJS and funded by SNHD Office of Epidemiology and Disease Surveillance (OEDS) grant funds, HIV Prevention and STD Prevention.

FUNDING:

This is an agreement to allow CCDJJS to submit up to 300 Syphilis, 300 HIV, 550 Gonorrhea/Chlamydia tests to SNPHL for processing and testing. SNHD OEDS will pay for these tests using grant funds from the STD Prevention and HIV Prevention grants.



**INTERLOCAL SERVICE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CLARK COUNTY ON BEHALF OF ITS
DEPARTMENT OF JUVENILE JUSTICE SERVICES
C1800133**

THIS INTERLOCAL SERVICE AGREEMENT (“Agreement”) is by and between the Southern Nevada Health District (“Health District”), a political subdivision of the State of Nevada and the Public Health Authority for Clark County, and Clark County, a political subdivision of the State of Nevada, on behalf of its Department of Juvenile Justice Services (“DJJS”), (may be referred to individually as “Party” and collectively as “Parties”).

RECITALS

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

WHEREAS, NRS 277.180 provides that public agencies may enter into agreements for the performance of any activity or understanding which the agencies are authorized by law to perform; and

WHEREAS, Health District is the recipient of sub-grant funding received through the State of Nevada, Nevada Division of Public and Behavioral Health, from the Centers for Disease Control and Prevention, Grant Number NH25PS004376-05, CFDA 93.977, titled: “STD Prevention and Control Program,” issued on January 9, 2018, wherein DJJS will test its high-risk population for HIV and STD; and

WHEREAS, Health District and DJJS desire to enter into a collaborative effort to continue STD clinical preventive (safety-net) services at the DJJS Detention Center; and

WHEREAS, Health District and DJJS desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes.

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

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall commence the date on which it has been approved by both Parties through December 31, 2018.
 - 1.01 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
 - 1.02 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
 - 1.03 This Agreement is subject to the availability of funding and shall be terminated immediately if for any reason local, state and/or federal funding ability, or private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited or impaired.
 - 1.04 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 2) **INCORPORATED DOCUMENTS.** The following attachments to this Agreement are incorporated into and specifically made a part of this Agreement:
 - ATTACHMENT A: SCOPE OF WORK
 - ATTACHMENT B: PAYMENT
 - ATTACHMENT C: BUSINESS ASSOCIATE AGREEMENT
- 3) **COMPENSATION.** The services provided pursuant to this Agreement are supported by the federal grant described on page one in the amount of \$12,500; which constitutes 100% of the project's total funding.
- 4) **STATUS OF PARTIES; INDEPENDENT PUBLIC AGENCIES.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of services pursuant to this Agreement. In the performance of such services, each Party is and shall be a public agency separate and distinct from the other Party, subject only to the terms of this Agreement, and with the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Agreement.
 - 4.01 Nothing contained herein shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for one agency whatsoever with respect to the indebtedness, liabilities, and obligations of the other Party.
- 5) **FISCAL MONITORING AND ADMINISTRATIVE REVIEW OF ADVERSE FINDINGS.** Health District may, at its discretion, conduct a fiscal monitoring of DJJS at any time during the term of the Agreement. DJJS will be notified in writing at least three weeks prior to the visit outlining documents that must be available prior to Health District's visit. Health District shall notify DJJS in writing of any Adverse Findings and recommendations as a result of the fiscal monitoring. Adverse Findings are defined as Lack of Adequate Records, Administrative Findings, Questioned Costs and Costs Recommended for Disallowance. DJJS will have the opportunity to address adverse findings in writing, responding to any disagreement of adverse

findings. Health District shall review disagreement issues, supporting documentation and files, and will forward a decision to the DJJS in writing.

6) AUDIT REQUIREMENTS

- 6.01 All payments made under this Agreement shall be subject to an audit and any payments shall be adjusted in accordance with said audit.
- 6.02 DJJS shall schedule an annual financial audit and shall submit a copy to Health District for review within six (6) months following the close of DJJS's fiscal year. Failure to meet this requirement may result in loss of current funding and disqualification from consideration for further Health District administered funding. This audit shall be made by an independent auditor in accordance with generally acceptable accounting principles. This requirement applies equally to any subcontractor of DJJS that receives funding under this Agreement. DJJS shall include this requirement in all its subcontractor agreements. Any subcontracts prepared by DJJS shall be furnished to Health District to ensure conformance with all requirements.
- 6.03 DJJS shall make appropriate corrections within six (6) months after receipt of an audit report to remedy any material weaknesses identified by the audit report. Health District may withhold payment for non-correction of material weaknesses identified by the audit report in addition to its right to terminate this Agreement.
- 6.04 Contractors receiving a combined total of \$750,000 or more annually from any combination of federal funding sources are subject to federal audit requirements pursuant to Public Law 98-502, "The Single Audit Act" as it may from time to time be amended. The DJJS must comply with all applicable federal and state grant requirements including The Single Audit Act Amendments of 1996; 2 CFR Part 200 as amended; and any other applicable law or regulation, and any amendment to such other applicable law or regulation that may be enacted or promulgated by the federal government.

7) BOOKS AND RECORDS.

Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party for a minimum of three (3) years, and for five (5) years if any federal funds are used pursuant to this Agreement, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

8) CONFIDENTIALITY.

- 8.01 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 Attachment B.

8.02 Unauthorized use or release of confidential information may subject the violator to personal, civil, or criminal liability. Any dissemination, publication, or use of DJJS confidential information must be authorized by state or federal law, including NRS 62H.025, and only for the purposes authorized or required by law.

9) NOTICES. All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to the other Party at their address set out below:

Southern Nevada Health District
Financial Services Department
Materials Management Supervisor
280 S Decatur Blvd
Las Vegas, NV 89127
DUNS: 137055492

Clark County Department of Juvenile
Justice Services
John J. Martin
Director
601 N. Pecos Road
Las Vegas, NV 89101
DUNS: 611929597

10) MUTUAL COOPERATION. The Parties agree to cooperate fully and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

10.01 The Parties likewise agree to take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

11) GENERAL PROVISIONS.

11.01 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.

11.02 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.

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

11.04 NON-DISCRIMINATION. As Equal Opportunity Employers, the Parties have an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. The Parties employ 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, sexual orientation, or gender identity or expression. The Parties likewise agree that they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII and the American with Disabilities Act.

11.05 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 excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.

- 11.06 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 non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.
- 11.07 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.
- 11.08 INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 11.09 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.
- 11.10 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement, may be opened by the Parties 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.
- 11.11 NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- 11.12 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada, as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 11.13 COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- 11.14 ENTIRE AGREEMENT. This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.

[SIGNATURES ON NEXT PAGE]

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

SOUTHERN NEVADA HEALTH DISTRICT

CLARK COUNTY ON BEHALF OF ITS DEPARTMENT OF JUVENILE JUSTICE SERVICES

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

By: _____
John Martin
Director of Clark County Department of
Juvenile Justice Services

Date: _____

Date: _____

Approved as to form:

Approved as to Form:



Annette L. Bradley, Esq.
General Counsel

Steven B. Wolfson
District Attorney

By: _____
Catherine Jorgenson
Deputy District Attorney

ATTACHMENT A

SCOPE OF WORK

During the term of this Agreement Parties agree to the following:

- 1) DJJS shall:
 - a) Receive collection materials (tubes, collection needles, and specimen carriers) at no cost.
 - b) Collect samples from youth detained at DJJS Detention Center during those times that will allow delivery of the samples to the Southern Nevada Public Health Laboratory ("Lab") within 24 hours of collection. The Lab accepts deliveries Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding holidays.
 - c) Deliver samples to Lab, within 24 hours of collection, located at 700 Desert Lane, Las Vegas NV 89106. If there are any issues that would prevent delivery of samples to Lab within 24 hours, DJJS will call Lab at (702) 759-1020 for further instructions and problem resolutions.
 - d) Report all positive results of sexually transmitted diseases to the Health District Office of Epidemiology and Disease Surveillance ("OEDS") pursuant to NRS 441A.150.
 - e) Treat youth who tested positive pursuant to DJJS treatment protocol and report the treatment results to the Health District OEDS.
 - f) Provide a report of youth released from the DJJS Detention Center without treatment and their locating information to OEDS to ensure appropriate treatment is being implemented to youth who tested positive.
- 2) Health District shall:
 - a) Provide collection materials (tubes, collection needles, and specimen carriers) to DJJS at no cost.
 - b) Provide follow up Partner Services to youth who have tested positive and have been released from the DJJS Detention Center without treatment to facilitate the appropriate linkage to services and treatment.
 - c) Provide laboratory services Monday through Friday, 8:00 a.m. - 4:00 p.m., excluding holidays.
 - d) Provide test results to DJJS either via email or fax within 48 hours of specimen receipt.
 - e) Perform the following tests:
 - 300 Syphilis and HIV tests
 - 550 Gonorrhea and Chlamydia tests
 - f) Provide DJJS a list of the total number and type of tests performed each month.
- 3) Meet as often as required to discuss accomplishments, new requirements, problem resolution, or other topics as are appropriate for good project management.

ATTACHMENT B

PAYMENT

Payment to DJJS:

- 1) In furtherance of performance of the services provided pursuant to Attachment A, Statement of Work, payment shall be based on the number of approved tests submitted in accordance with this Agreement. The sum of monthly payments shall not exceed the allowable compensation stated in Paragraph 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.
- 2) Budget
 - a. The total not-to-exceed amount is \$12,500
- 3) Health District will invoice DJJS for each Syphilis, HIV, Gonorrhea, and Chlamydia test performed, up to the total quantities required by Attachment A.
- 4) Health District will provide invoices or payment monthly. The invoice will detail the number and type of each test performed.
- 5) Health District shall not be liable for interest charges on late payments.
- 6) In the event any tests listed on an invoice are disputed, payment for those tests will be held until the dispute is resolved.

**ATTACHMENT C
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CLARK COUNTY ON BEHALF OF ITS
DEPARTMENT OF JUVENILE JUSTICE SERVICES**

This Business Associate Agreement (“Agreement”) is made and entered into this ____ day of _____, 2018, between the Southern Nevada Health District (“Covered Entity”), and Clark County on Behalf of Its Department of Juvenile Justice Services (“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 Agreement(s),” and

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

WHEREAS, Service Agreement(s) 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 PHI 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 Agreement(s):

Interlocal Service Agreement
between Southern Nevada Health District and
Clark County on Behalf of Its Department of Juvenile Justice Services
C1800133

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 in 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 Agreement(s), 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 Agreement(s), 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:

Andrew J. Glass
Director of Administration and 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 in 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) 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.
- vi) 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.
- vii) This Agreement will be governed by the laws of the State of Nevada.

- viii) 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.
- ix) 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.
- x) 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.
- xi) Any reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- xii) 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.
- xiii) 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.
- xiv) 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 HEALTH DISTRICT

BUSINESS ASSOCIATE
CLARK COUNTY DEPARTMENT OF
JUVENILE JUSTICE SERVICES

By: _____

By: _____

Name: Andrew J. Glass, FACHE, MS

Name: Adleen Stidhum

Title: Director of Administration

Title: Purchasing Manager

Date: _____

Date: _____