



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      DATE: August 22, 2019**

**RE: *Approval of Agreement Between the Southern Nevada Health District and Language Access Network, LLC***

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**PETITION #07-20**

**That the Southern Nevada District Board of Health *approves Agreement between the Southern Nevada Health District and Language Access Network, LLC (“LAN”)***

**PETITIONERS:**

**Fermin Leguen, MD, MPH, *Director of Clinical Services*** *FL*  
**Joseph P. Iser, MD, DrPH, MSc, *Chief Health Officer***

**DISCUSSION:**

The Southern Nevada Health District utilizes a provider for Limited English Proficient and Deaf and Hard of Hearing patients and clients. The Southern Nevada Health District requested proposals for services and based on evaluation of proposals, per the solicitation, LAN, a leader in innovation and focused only on medical interpretation was selected. LAN provides reliable, secure, compliant, on-demand video and audio interpreting. Certified Medical Interpreters are available at the push of a button. We hereby propose the Southern Nevada District Board of Health approve the selection of LAN as Interpreters for Limited English Proficient and Deaf and Hard of Hearing patients.

**FUNDING:**

Year One:     \$54,660  
Year Two:     \$54,660

## MASTER SERVICES(S) AGREEMENT

This Master Service(s) Agreement (“MSA”) is entered into on August 22, 2019 (“Effective Date”), by and between Language Access Network, LLC a limited liability company organized under the laws of Delaware (hereinafter referred to as “Solution Provider”), and SOUTHERN NEVADA HEALTH DISTRICT, a political subdivision of the State of Nevada, located at 280 S. Decatur Blvd. Las Vegas, NV 89107 (hereinafter referred to as “Health District” or “Client”), and shall stand to replace in its entirety any other agreements between the Parties which are in effect as of the Effective Date.

### TERMS AND CONDITIONS

#### 1. DUTIES OF SOLUTION PROVIDER

- 1.1. **Solution Provider Solution(s).** During the Term, Solution Provider shall deliver to the Health District those Solution(s) defined in “Exhibit(s) A – Solution(s)” (“Solution(s)”) and shall have the right to modify those Solution(s) to comply with any law, rule or regulation or judicial, governmental or administrative order, decree or ruling applicable to the actions of either Party in performance of its obligations hereunder (“Applicable Law”).
- 1.2. **Grant of License.** Solution Provider hereby grants Health District a non-exclusive, non-transferable license to access the software referenced in Martti Essentials in Exhibit A (the “Software”) and use the user, system and installation documentation related to the Software (the “Documentation”) solely for Health District’s internal operations at the location(s) Solutions are in use. Such License shall include bug fixes, updates and modifications to the Software provided by Solution Provider to Health District.
  - 1.2.1. **License Restrictions.** Health District shall not delete or permit to be deleted any identifying marks, copyright or proprietary right notices of Solution Provider from the Software. Health District shall not copy, display, adapt, reverse engineer, decompile, disassemble, modify or create derivative works of, in whole or in part, any of the Software. Health District shall not make available nor distribute all or part of the Software or Documentation to any third party by assignment, sublicense or by any other means.
  - 1.2.2. **Proprietary Rights.** Solution Provider retains all right, title and interest in the Software, including, without limitation, all copies thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and/or appurtenant thereto. Health District shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software, such Software being confidential information of Solution Provider and the sole and exclusive property of Solution Provider. Any right not expressly granted to Health District by this Agreement is hereby expressly reserved by Solution Provider.
- 1.3. **Privacy & Security; HIPAA.** During the Term of the MSA, Solution Provider shall ensure that any Solution(s) it delivers to Health District shall nominally comply with the privacy and security requirements of the jurisdiction in which the Solution(s) are provided including HIPAA, and as such to enable Health District to similarly meet its obligations for privacy, security, and confidentiality pertaining to the Solution(s) in this regard.
- 1.4. **Mobile Device Management.** Solution Provider shall make available to Health District any and all information, dictionaries, and related components necessary to enable Health District to meet its Mobile Device Management obligations defined below.
  - 1.4.1. Should the Parties agree to have Solution Provider deliver such Mobile Device Management as part of the Solution(s), Solution Health District shall be obligated to do so.
- 1.5. **Billing & Fees.** Solution Provider shall invoice Health District the fees and other amounts set forth in Exhibit A(s),

#### 2. DUTIES OF HEALTH DISTRICT

- 2.1. **Use of Solution(s).** Health District shall be responsible for the appropriate handling, storage, care, and use of the Solution(s) delivered by Solution Provider.
- 2.2. **Health District Environment & Infrastructure.** During the Term, Health District shall be responsible for, at its own cost and expense, procuring, installing, improving, upgrading, modifying and maintaining any computer systems, telephone equipment, networking hardware and/or software and other equipment (including those Solutions delivered by Solution Provider) as may be necessary to enable Solution Provider to meet its obligations herein. This nominally includes, but is not limited to:
  - 2.2.1. **Network.** Health District shall provide at its cost a digital or data network compatible with the Solution(s) including any equipment for use at Health District’s facilities. This will require at least 512K of bandwidth per simultaneous call.

- 2.2.2. **Connectivity.** Health District shall provide, or cause to be provided, at its cost, broadband connectivity to connect directly to Solution Provider's Network to ensure quality as described in "Exhibit B – Networking Requirements."
- 2.2.3. **Equipment.** Health District is solely responsible for acquiring and installing any end-point hardware or software not specified in the Documentation as being provided by Solution Provider that is necessary for Health District to access the services through operation of the Software.
- 2.2.4. **Solution Support.** Health District agrees to designate an individual for Solution Provider to coordinate with and work through as required to enable Solution Provider to optimally deliver, maintain, and support the Solution(s).
- 2.2.5. **Mobile Device Management.** Health District agrees to manage all end-point devices accessing any capabilities of the Solution(s) (including those Health District provides, aka BYOD) via a device management process (e.g., Mobile Device Management solution), minimally ensuring anti-virus, anti-malware, and equipment and software updates per manufacturer's guidelines, delivered by Solution Provider as part of the Solution(s).
  - 2.2.5.1. Health District may contract with Solution Provider to provide such service as an element of the Solution(s) for devices obtained from Solution Provider.
  - 2.2.5.2. Should Health District contract with Solution Provider to deliver such services, Health District shall make exclusive access to all devices accessing any capabilities of the Solution(s) available to Solution Provider.
- 2.2.6. **Advanced Notice.** Except for Force Majeure, Health District will notify Solution Provider at least 24-hrs in advance of any changes to be made to the networking or infrastructure that may impact Health District's connectivity or deliver of the Solution(s). Solution Provider will not be responsible for any outages or hardware incompatibilities that result from such a change.
- 2.3. **Invoicing & Payment.** Health District shall ensure all invoices are paid in a timely manner, and according to the following:
  - 2.3.1. **Payment of Solution Fees.** Health District agrees to pay all amounts owed to Solution Provider within 30 days of receipt of the applicable invoice.
  - 2.3.2. **Fees Exclusive of Tax.** Health District is a governmental tax-exempt entity and shall not be responsible for sales and use taxes. Health District will provide valid tax exemption certificate(s) for any and all taxes for which Health District is exempt upon execution of this Agreement.
  - 2.3.3. **Late Payments.** Health District acknowledges that the Solution(s) provided may be a critical element of the clinical services Health District delivers to its patients, customers, and/or clients. As such, Solution Provider is willing to continue to deliver such Solutions despite Health District's payment of any and all invoices in a timely manner. However:
    - 2.3.3.1. If Health District demonstrates a pattern of paying invoices beyond the applicable due date, Solution Provider reserves the right to interrupt delivery of the Solution(s) until all outstanding invoices under this Agreement are paid.
      - 2.3.3.1.1. Such interruption will not reduce Health District's obligations throughout this Agreement.

### 3. TERM AND TERMINATION

- 3.1. **Term of Master Services Agreement (MSA).** The Term of this Master Services Agreement (MSA) shall commence on the Effective Date and continue for a period of twenty-four (24) months (the "Initial Term"), unless sooner terminated by either Party as permitted in this Agreement.
  - 3.1.1. This Agreement may be terminated by mutual consent of both Parties, or unilaterally by either Party with or without cause after the initial twelve (12) months, provided that a termination shall not be effective until sixty (60) days after a Party has served written notice upon the other Party.
- 3.2. **Term of Solution(s) provided.** The Term of any given Solution(s) defined in an Exhibit A- Solution(s) attached hereto shall be governed by the Term in that specific Exhibit A – Solution(s), but in no case, shall exceed the Term of this Master Services Agreement.
  - 3.2.1. Should one or more 'Exhibit A – Solution(s)' between the Parties be executed by both Parties with a Term that exceeds the Term of this MSA, the Term of Master Services Agreement shall be deemed to have been explicitly extended to be coterminous with that 'Exhibit A-Solution(s)' with a termination date farthest into the future.
- 3.3. **Renewal.** Upon completion of the Initial Term, his Agreement may be renewed by mutual written agreement of the Parties for up to three successive twelve (12) month periods..



- 3.4. **Termination for Breach.** If either Party hereto breaches a material term of this Master Services Agreement, the non-breaching Party may provide written notice, by certified mail, of the breach to the breaching Party and demand resolution. Upon doing so, all attached Exhibit A – Solution(s) shall automatically be terminated. Furthermore:
- 3.4.1. Provided the breach is not related to the Business Associates Agreement and if the breaching Party fails to cure the breach to the reasonable satisfaction of the non-breaching Party within forty-five (45) days of the written notice, the non-breaching Party may terminate this Agreement immediately thereafter (except in the case of failure to pay fees, which must be cured within 10 days after written notice from Solution Provider).
- 3.4.2. If the Breach is related to the Business Associate Agreement, then rights of termination shall be governed by the Business Associate Agreement.
- 3.5. **Return of Material.** Upon termination or expiration of the Agreement, each Party will return to the other Party or destroy any items provided to it belonging to the other Party, whether part of the Solution(s) or not, including any intellectual property and all Marks, patents, patent applications, copyrighted content, hypertext links, domain names, icons, buttons, banners, graphic files, images, technology ("Intellectual Property") and all Confidential Information pertaining to such Intellectual Property. As used herein, the term "Marks" shall mean the words, terms, characters, emblems, logos, Solution marks, trade names or trademarks, designs or parts thereof, in any size or dimension, presently used or hereafter acquired by any person to identify such Party, its Solution(s) and/or equipment. As used herein, the term "Confidential Information" shall have the meaning assigned in Section 7. If a Party elects to destroy the other Party's Intellectual Property, it shall certify the destruction in writing to the other Party.
- 3.6. **Outstanding Fees.** Upon termination for any reason, Solution Provider shall provide to Health District a final invoice of all outstanding fees due and payable up to, and including the date of Termination. Health District shall timely pay any outstanding fees referenced on such invoice(s), including for Material not returned to Solution Provider.

4. **POINTS OF CONTACT**

- 4.1. **Notices.** All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (i) on the delivery date if delivered by electronic mail to the proper address; (ii) upon personal delivery to the Party to be notified with signed verification of receipt; (iii) when sent by confirmed facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iv) five days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (v) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All notices shall be sent to the attention of the Designated Contact set forth as follows, unless otherwise changed in writing pursuant to the methods provided for herein for delivery of notices:

As to Language Access Network, LLC:	As to Southern Nevada Health District:
Andrew Panos, COO	Contract Administrator, Legal Department
1103 Schrock Rd	280 S Decatur Blvd
Suite 200	
Columbus, OH 43229	Las Vegas, NV 89107
Telephone: 614-468-6000	Telephone: 702-759-1000
Fax: 614-468-6001	Fax:
Email: <a href="mailto:apanos@cloudbreak.us">apanos@cloudbreak.us</a>	Email: <a href="mailto:contracts@snhd.org">contracts@snhd.org</a>

5. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**

- 5.1. **Solution Provider.** Solution Provider hereby represents and warrants to Health District that all interpretation Solution(s) provided as part of the Solution Provider Solution(s) shall (i) be performed by personnel trained and qualified consistent with accepted industry standards, and (ii) conform to applicable industry standards for the respective Solution(s) being delivered.
- 5.2. **Mutual.** Each Party represents and warrants to the other that: (i) it has the right and authority to enter into and perform all obligations under this Agreement; (ii) no authorization or approval from any third party is or will be required in connection with such Party's execution, delivery or performance of this Agreement; (iii) the execution and performance of this Agreement does not violate or conflict with the terms or conditions of any other agreement to which it is a party or by which it is bound; and (iv) this Agreement has been duly executed

and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyance and transfer, reorganization, receivership, moratorium and other laws affecting the rights and remedies of creditors generally and to the general principles of equity.

**6. INDEPENDENT CONTRACTORS.** For all purposes under this Agreement, Solution Provider and Health District shall be independent contracting parties.

**7. CONFIDENTIALITY; PUBLIC RECORDS.**

7.1. **Confidential Information.** Each Party agrees to keep confidential and to not use or disclose the professional and business practices, trade secrets or privileged information of the other Party and to keep such knowledge confidential in its dealings with any person or entity. Further, each Party agrees that it shall not disclose to any person or use (except for the benefit of the other Party) information obtained by such party during the period of its relationship with the other Party all information and ideas in whatever form, tangible or intangible, as to current or contemplated business or operations of the Parties hereto, or their respective affiliates, including but not limited to: customer lists and documents; any pricing related information; individual account information; business plans; business concepts; business practices; marketing strategies; ideas and theories; underwriting; origination and servicing systems practices; management processes; systems; practices and strategies; business development methods, ideas and strategies; financial statements, financial information, any and all computer programs (whether or not completed or in use), any and all operating manuals or similar materials that constitute the systems, policies and procedures of such Party, or any other trade secrets, confidential or proprietary information respecting such Party (collectively, "Confidential Information"). Notwithstanding the above, the Parties acknowledge that Health District is a public entity subject to Nevada's Public Records Act pursuant to Nevada Revised Statutes Chapter 239. Accordingly, documents, including this Agreement, may be open to public inspection and copying, provided, however, that Solution Provider shall have the right to timely object or dispute the production of any such documents, agreements or other materials in the appropriate court, and in the event of such objection Health District shall not produce any such documents, agreements, or other materials until a determination is made by a court of competent jurisdiction. Except to the extent necessary for a Party to carry out duties and obligations under this Agreement, and to the extent permitted by law, each Party acknowledges and agrees that it is expressly prohibited from creating, making, duplicating, copying, retaining, taking, maintaining or possessing, by any means or method, any Confidential Information of the other Party either during or after the term of this Agreement. Health District specifically acknowledges and agrees that Solution Provider's Confidential Information shall not be used to benefit any other company that provides translation Solution(s), other than Solution Provider. In furtherance of this Section 7, each Party agrees to execute an additional nondisclosure agreement at any time, if requested by the other Party.

7.2. **HIPAA.** The Parties agree to enter into a Business Associate Agreement, which shall be attached hereto as Exhibit C. Furthermore, and pursuant to §1.2 herein, Health District acknowledges that while Solution Provider shall enable Health District to conform with its HIPAA and other privacy, security, and confidentiality obligations, Solution Provider in no way accepts responsibility for Health District's meeting its obligations therefore.

7.3. **RECORDING.** Solution Provider may record interpretation sessions, with appropriate notification to participants, for quality assurance purposes. Health District agrees to not record any Solution(s) delivered to Health District by Solution Provider either via audio or video recording without providing written notice in advance to Solution Provider. Health District agrees that it will hold Solution Provider free and harmless from and against any loss, liability, claim or expense, including reasonable attorneys' fees, arising from the unauthorized recording of any Solution(s) provided hereunder.

**8. LIMITATION OF LIABILITY; WARRANTIES**

8.1. Any liability of any party arising in connection with this agreement shall be limited to the total amount of payments paid and payable to Solution Provider for the Solution(s) provided to Health District during the one-year period prior to the date of the event for which such liability arose. In no event shall either party be liable to the other party for any indirect, incidental, special, consequential or punitive damages under this agreement, including any loss of goodwill, lost profits, lost savings, loss of data or loss of customers, whether in an action in contract or tort (including negligence) and whether or not based on a warranty, whether either party or any other person has been advised of the possibility of such damages. The foregoing limitation of liability and exclusion of damages shall apply regardless of the success or effectiveness of other remedies. This section shall not apply to liability related to any HIPAA violations.

8.2. Solution Provider does not warrant against radio frequency or other interference that can cause network or connectivity quality issues.

8.3. Solution Provider warrants that it is the owner or licensee of the Solution, and that it has full power and authority to grant the License granted hereunder, and that as of the Effective Date of this Agreement, the Solution does not infringe on any existing intellectual property. If a third party claims that the Solution does infringe, Solution Provider may, at its sole option, secure for Health District the right to continue using the Solution or modify the Solution so that it does not infringe. Solution Provider will have the sole right to conduct the defense of any legal action and all negotiations for its settlement or compromise.

- 8.4. Solution Provider warrants that the Software will perform substantially in accordance with its then-current published specifications, at no additional cost to Health District, provided that (a) the Software has not been modified, changed or altered by anyone other than Solution Provider or as authorized by Solution Provider in writing; (b) Health District is operating the then-current version of the Software; (c) Health District's computer system is in good operating order and is installed in a suitable operating environment; (d) Health District's computer system configuration used in the operation of the Software meets Solution Provider's approved specifications as contained in Exhibit B, Technical, Networking, and Infrastructure Requirements; (e) the error or defect is not caused by Health District or its agents, employees or contractors; (f) Health District promptly notifies Solution Provider in writing of the error or defect when it is discovered; (g) all fees then due to Solution Provider under this Agreement have been paid; and (h) Health District is not otherwise in breach of its obligations under this Agreement. In such event, Provider shall use its commercially reasonable efforts to cause the Software to perform substantially in accordance with its then-current published specifications as soon as is reasonably practicable under the circumstances.
- 8.5. If Solution Provider does not attempt to remedy any Software material error or malfunction or otherwise provide a workaround acceptable to Health District within forty-five (45) calendar days of receiving Health District notification in writing of the material error or malfunction, then Health District may terminate the Agreement for material breach in accordance with Section 3.4 above.
- 8.6. Solution Provider will use commercially reasonable efforts to maintain the online availability of the Software for a minimum of availability in any given month as provided in the chart below (*excluding* maintenance scheduled downtime, outages beyond Solution Provider's reasonable control, and outages resulting from any issues caused by Health District, its technology, or its suppliers or contractors, Health District is in breach of this Agreement, or Health District is not current on payment of invoices under this Agreement):

<u>Service Level Availability of Software</u>	<u>Credit</u>
99.9%	3% of monthly total for each full hour of an outage

- 8.7. **Software Warranty Disclaimer.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, SOLUTION PROVIDER EXPRESSLY DISCLAIMS, AND HEALTH DISTRICT HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF NON-INFRINGEMENT AND WARRANTIES AS TO ANY RESULTS TO BE OBTAINED FROM ANY USE OF THE SOFTWARE OR INFORMATION DERIVED THEREFROM. SOLUTION PROVIDER DOES NOT WARRANT THAT THE SOFTWARE WILL MEET HEALTH DISTRICT'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE.
- 8.8. **Third Party Software and Equipment.** The Parties understand that Health District may use certain third-party software or equipment in conjunction with the Software. SOLUTION PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF THE THIRD-PARTY SOFTWARE OR EQUIPMENT. UNLESS THIRD-PARTY SOFTWARE IS PROVIDED BY SOLUTION PROVIDER AS PART OF THE SOLUTION, THIS INCLUDES HEALTH DISTRICT'S ABILITY TO INTEGRATE SAME WITH THE SOFTWARE. THE RESPONSIBILITY FOR THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE AND SUITABILITY OF THE THIRD-PARTY SOFTWARE OR EQUIPMENT LIE SOLELY WITH HEALTH DISTRICT AND THE VENDOR OR SUPPLIER OF SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT, AS THE CASE MAY BE.

**9. COMPLIANCE WITH FEDERALLY MANDATED UNIFORM GUIDANCE CONTRACT PROVISIONS FOR A NON-FEDERAL ENTITY**

- 9.1. Federal funds may be used in part to pay for Solution(s) under this Agreement. As such, Solution Provider agrees to comply with all applicable contract provisions contained within 2 CFR Part 200 Appendix II to Part 200—Contract Provisions for non-Federal Entity. These provisions may include, but not be limited to, the following:
- 9.1.1. **Energy Efficiency.** Solution Provider agrees to 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).
- 9.1.2. **Contracting with Small and Minority Owned Businesses.** In accordance with §200.321 "Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms," if subcontracts are to be let, the prime contractor agrees to take the affirmative steps such as those listed in paragraphs (9.1.2.1) through (9.1.2.5) of this Subsection 9.12.
- 9.1.2.1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 9.1.2.2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 9.1.2.3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 9.1.2.4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

9.1.2.5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

## 10. GENERAL PROVISIONS

- 10.1. **Amendment; Assignment.** No change, amendment or modification of any provision of this Agreement shall be valid unless set forth in a written instrument signed by the Parties hereto. This Agreement, including its Exhibits, sets forth the entire agreement and supersedes any and all prior agreements, written or oral, of the Parties with respect to the transactions set forth herein. Neither Party may assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, without the other Party's prior written consent, other than to an affiliate, or other person or corporate entity resulting from a sale, merger or other transaction involving the transfer of such Party's assets, stock and/or business.
- 10.2. **Mutual Cooperation.** In the furtherance of this Agreement, including all Exhibits hereto, the Parties shall fully cooperate with one another, and shall take any additional acts, or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 10.3. **Use of Health District's Name and Logo.** Solution Provider may not use the Health District's name, mark, logo, design or other Health District symbol for any purpose without the Health District's prior written consent. Solution Provider agrees that Health District, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health District retains the right to terminate, with or without cause, Solution Provider's right to use the Health District's name and/or logo.
- 10.4. **Severability.** In the event a court or other tribunal of competent jurisdiction holds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible under Applicable Law, and the other provisions of this Agreement will remain in full force and effect.
- 10.5. **Non-Solicitation.** During the Term of this Agreement and for a period of two years thereafter, each Party agrees not to directly or indirectly recruit, solicit or hire or, except as it relates to the performance of obligations under this Agreement, or otherwise utilize the Solution(s) of any employees, any consultants or subcontractors of the other Party or any of its subsidiaries or affiliates without the written consent of the other Party.
- 10.6. **Force Majeure.** Neither Party shall be liable for any failure to fulfill its obligations hereunder due to causes beyond its control, including acts or omissions of government or military authority, acts of God (including earthquakes and floods), acts of terrorism, shortages of materials, explosions, embargoes, telecommunications failures (including any systemic Internet failures and any interruptions in Solution(s) of any of Solution Provider's network or communications), transportation delays, fires, labor disturbances, riots or wars, provided, that if either Party shall be unable substantially to fulfill its obligations under this Agreement for a period of greater than 60 days, the other Party shall be permitted to terminate this Agreement upon ten days written notice.
- 10.7. **Indemnification.** The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 10.8. **Data Ownership.** All patient information and other data transmitted through the Solution Provider network in connection with the Solution Provider Solution(s) that exists in Solution Provider's network at any given time is the property of Health District. Health District hereby grants to Solution Provider and its agents, employees, and representatives the authority to receive such data and to deliver all Solution(s) with such data as necessary to carry out the Solution(s) contemplated by this Agreement. Solution Provider shall have the right to derive from such data aggregate and statistical information regarding use of the Solution(s). Subject to the foregoing, Solution Provider agrees that it will not disclose to any third party, any such data and shall treat all protected health information in accordance with Applicable Law.
- 10.9. **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.
- 10.10. **No Private Right Created.** 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
- 10.11. **Binding Effect; Counterparts; Facsimile Execution.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns. This Agreement may be executed in two or more counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument. Facsimile execution and delivery of this Agreement is legal, valid and binding execution and delivery hereof for all purposes.
- 10.12. **Survival.** All terms and provisions of this Agreement that should by their nature survive the expiration or termination of this Agreement shall so survive.

- 10.13. **Access to Records.** Solution Provider hereby agrees that during the term of and for four (4) years after the completion of Solution(s) under this Agreement, Solution Provider will, as required by law, retain and make available upon written request by lawfully authorized representatives, any contracts, books, documents and records that are necessary to certify the nature or extent of the cost of the Solution(s) provided hereunder.
- 10.14. **Non-Exclusivity.** This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Solution Provider may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as Solution Provider sees fit, so long as the performance of such services does not interfere with Solution Provider's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest.
- 10.15. **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 each will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 10.16. **Statement of Eligibility.** Each Party warrants and represents to the other Party that it and the individuals of its organization involved in fulfilling its obligations under this Agreement have not been convicted of any criminal offense relating to health care and are not debarred, excluded or otherwise ineligible for participation in any federal or state health care program. The Parties agree that if at any time before completion of this Agreement it or any individual in its organization involved in providing Solution(s) under this Agreement is so convicted or is debarred, excluded or otherwise determined to be ineligible, as set forth herein, then it will forthwith notify the other Party in writing of such event and: (a) if the party is debarred, excluded or otherwise ineligible for participation, then this Agreement shall terminate immediately; or (b) if an individual is debarred, excluded or otherwise ineligible for participation, then such person shall immediately cease to be involved in the provision of Solution(s) under this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed and delivered on behalf of each of the Parties hereto.

<b>LANGUAGE ACCESS NETWORK, LLC</b>	
Signature:	
Name:	Andrew Panos
Title:	COO
Date:	

<b>SOUTHERN NEVADA HEALTH DISTRICT</b>	
Signature:	By:
Name:	Joseph P. Iser, MD, DrPH, MSc
Title:	Chief Health Officer
Date:	



**EXHIBIT A – Solution(s)  
Language Interpretation Services**

**Solution Provider:** Language Access Network, LLC

**Client:** SOUTHERN NEVADA HEALTH DISTRICT (“Health District”)

**Address of Solution Delivery:** 280 S. Decatur Blvd. Las Vegas, NV 89107

**Preamble:** Solution Provider shall deliver to Health District Language Interpretation Services and related equipment (“Solution”) in accordance with:

- This Exhibit A is a subordinate Agreement to Master Services Agreement C2000026 (“MSA”) between Solution Provider and Health District, Effective Date August 22, 2019;
- This Exhibit A shall not be binding on the Parties in the absence of an effective MSA.
- The Parties will abide by the Terms and Conditions of that MSA with the exception or addition of any terms noted herein.

1. **Effective Date of Solution:** As of the last date of signature of this Exhibit A
2. **Term:** 24 months
3. **Allocation of Funds.** This Exhibit A is subject to the availability of funding and shall be terminated immediately if for any reason state and/or federal funding ability, or grant funding budgeted to satisfy this Exhibit A is withdrawn, limited, or impaired.
4. **Federal Funds.** This Exhibit A will be funded, in part, by federal funds. The total amount of federal funding currently estimated to be applied to this Exhibit A is not-to-exceed \$33,000 per year.
5. **Solution Commitment, Contract Rates, & Pricing.** Health District is *minimally* committing to be invoiced and pay for the Services & Equipment utilized as defined in the following Tables.
  - a. The Parties agree that routine changes to the minimum commitment of minutes to be utilized and invoiced based on the Contract Rate below can be mutually agreed to & memorialized thru email, addenda, or subsequent Exhibit A attachments.

**Services**

Service	Unit List Price Rate	Discount	Contract Rate	Monthly Commitment	Minimum Monthly Invoice
Video Medical Interpreting Rate (VMI)	\$2.25 / min	(\$0.25)	\$2.00 / min	500 / month	\$1,000.00/ mo
Audio Only Rate	\$1.25 / min	(\$0.36)	\$0.79 / min	No minimum	N/A
<i>Minimum Monthly Invoice is before fees for Equipment &amp; other items</i>					

**Notes**

1-time invoiced items shall be invoiced with initial invoice
Subscribed devices shall remain the property of Language Access Network, LLC
All Prices are F.O.B Language Access Network, LLC, and exclude shipping, receiving, and freight charges.

6. **Invoice Variations.** The Minimum Monthly Invoice shall be adjusted upwards based on actual utilization of services, and according to the following:
  - a. **Audio Interpretation Minute.** Should a minute of interpretation occur using Audio only in lieu of Video (VMI), a credit of the difference between the rates (should one apply) shall be applied in the subsequent month’s invoice.
  - b. **Exceeding Minimums.** Should Health District’s actual utilization of the Language Interpretation Services exceed the minimal Solution Commitment defined above, Solution Provider shall include in the appropriate invoice an Overage Charge equal to:

Minute Type	Overage Rate / Minute
Per Minute	\$2.95 / min

- c. **Other Invoice Variations:** During the Term of this Exhibit A, should Health District request other Language Interpretation and related Services, and should such requests be delivered upon by Solution Provider, Solution Provider shall adjust the subsequent invoice accordingly based on the then-current List Price schedule, and Health District shall have the obligation to pay for such services delivered.
7. **Solution Definition.** The below items are included in the Contract Rates.

Martti VMI Minute  
Martti Essentials

Implementation & Set-up  
IRIS Business Intelligence

8. **"No Shows"**. Should Health District take advantage of Solution Provider's option to pre-schedule interpretation sessions as evidenced by the scheduling of any such session, and the Partner or their designate (e.g., patient, staff-member, etc.) not join the session, Solution Provider shall consider 30 minutes of interpretation services to have been used against the minimums and variations.
9. **Quarterly Automatic Adjustment**. Health District agrees that each calendar quarter, Solution Provider shall review Health District's actual utilization of the Services provided and if Health District's monthly average utilization exceeds the prior quarter's monthly average utilization by at least 5%, Solution Provider reserves the right to automatically increase the minimum Solution Commitment (aka, minute package) to equal the latest quarter's monthly average utilization rounded to the nearest 100-minute increment, such invoicing to occur at the best contracted rate agreed to herein.
10. **Invoicing**. Solution Provider shall send invoices for the Solution(s) outlined in this Exhibit A to:

<b>Name</b>	Dahlia Keegan
<b>Title</b>	Accounting Tech
<b>Address</b>	280 S. Decatur Blvd. Las Vegas, NV 89107
<b>Email</b>	ap@snhd.org
<b>Phone</b>	702-759-1649

IN WITNESS WHEREOF, this Exhibit A of the Agreement has been executed and delivered on behalf of each of the Parties hereto.

Language Access Network, LLC	
Signature	
Name	Andrew Panos
Title	COO
Date	

Southern Nevada Health District	
Signature	
By:	
Name	Joseph P. Iser, MD, DrPH, MSc
Title	Chief Health Officer
Date	

## EXHIBIT B

### TECHNICAL, NETWORKING, AND INFRASTRUCTURE REQUIREMENTS

To enable Solution Provider to effectively deliver the Solution(s) in a secure, high-reliability way, certain technical capabilities and functionality is required. Therefore, Health District shall ensure that it makes available to Solution Provider the following:

- Access to a single point of Technical Support (24 hrs / day, 7 days per week) able to collaborate and work with Solution Provider in order to ensure the Solution(s) are optimally operational.
- Internet Connectivity with 512k of bandwidth and capable of supporting TLS encryption
- Provision of a network configuration including IP addresses

**Use of Partner's Own Devices ("End-Points").** The MARTTI solution is device agnostic and Health District may download the MARTTI app on any iOS or Android devices, free of charge, provided the device meets the technical requirements outlined below. MARTTI may also be accessed via web browsers as noted below.

- **iPads:**
  - Software version required: iOS 10.2 or newer.
  - iPad Air model number A1474 or A1475 or newer (on the back cover)
  - iPad Air 2 model number A1566 or A1567 or newer (on the back cover)
  - iPad (5th generation) model number A1822 or A1823 or newer (on the back cover)
  - iPad Pro 9.7 inch model number A1673 or A1674 or newer (on the back cover)
  - iPad Pro 12.9 inch model number A1584 or A1652 or newer (on the back cover)
- **Android Tablets:**
  - Software version: 4.4 KitKat
- **Minimum Windows Computer Requirements:**
  - Windows 7, Windows 10
  - Minimum Windows PC requirements
  - Intel Core i3 or higher, or AMD equivalent
  - 4 GB RAM
  - USB or built in video camera with 720p or higher resolution
  - Microphone
  - Speakers
- **Minimum Mac Computer Requirements:**
  - Intel Core i3, Core i5, Core i7, or Xeon processor
  - 4 GB RAM
  - USB or built in video camera with 720p or higher resolution
  - Microphone
  - Speakers
- **Browser Requirements:**
  - Google Chrome version 65 or newer



### Item 1. Standards Based Client Setup with Examples

Description	Routed Addresses and Ports to MARTTI	
	IP Address	Mask
https://martticonnect.lan.us	67.154.189.52	255.255.255.255
https://join.carenection.com	67.154.189.57	255.255.255.255

Source: Client Networks | Destination: IP Address Space for Martti

Description	Port	Description	Port	Description	Port
HTTPS	8443 TCP	SIP	5060 TCP/UDP	H.323 Signaling	1720 TCP
HTTPS	443 TCP	SIP	5061 TCP/UDP	H.323 Registration	1719 UDP
Media (RTP/RTCP)	3230-3237 UDP	Media (RTP/RTCP)	20002-21601 UDP	Media (RTP/RTCP)	10001-13320 TCP
Media (RTP/RTCP)	15001-15160 TCP				

Source: IP Address Space for Martti | Destination: Client Networks

Description	Port	Description	Port	Description	Port
HTTPS	8443 TCP	SIP	5060 TCP/UDP	H.323 Signaling	1720 TCP
HTTPS	443 TCP	SIP	5061 TCP/UDP	H.323 Registration	1719 UDP
Media (RTP/RTCP)	3230-3237 UDP				

#### Required Network Metrics for Video

Average Jitter: 12ms

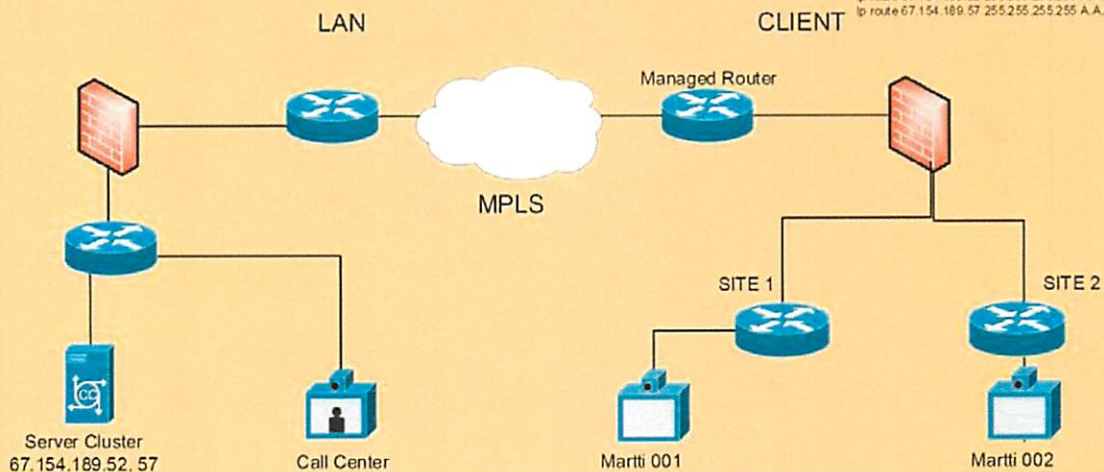
Average Latency: 50ms

Average Bandwidth: 512 kbps per call

Example of route statements from Client Core to Managed Router:

```
ip route 67.154.189.52 255.255.255.255 A.A.A.A
ip route 67.154.189.57 255.255.255.255 A.A.A.A
```

#### Network Topology



**Item 2. Routed Addresses and Ports**

**Routed Addresses and Ports to Language Access Network**

Description	IP Address	Mask
IP Address Space for Air-Watch	205.139.50.0	255.255.254.0
	209.208.230.0	255.255.254.0
	199.106.140.0	255.255.254.0
	63.128.72.0	255.255.255.0
	63.128.76.0	255.255.255.0
	192.30.64.0	255.255.240.0
	216.253.141.0	255.255.255.0
	63.128.77.234	255.255.255.255
	209.66.96.114	255.255.255.255
	63.128.77.238	255.255.255.255
	209.208.228.192	255.255.255.255
	209.208.228.198	255.255.255.255
	216.235.137.253	255.255.255.255
	192.30.64.1	255.255.240.0
	17.0.0.0	255.0.0.0
	62.128.77.234	255.255.255.255
	167.89.53.92	255.255.255.255
	169.50.196.0	255.255.255.128

Source: *Client Networks* | Destination: *IP Address Space for AirWatch*

Description	Port	Description	Port	Description	Port
HTTPS	1023 TCP				

Source: *IP Address Space for Air-Watch* | Destination: *Client Networks*

Description	Port	Description	Port	Description	Port
HTTPS	443 TCP	XMPP	5223 TCP	HTTP	80 TCP



**EXHIBIT C**  
**BUSINESS ASSOCIATE AGREEMENT**  
**BETWEEN**  
**SOUTHERN NEVADA HEALTH DISTRICT**  
**AND**  
**LANGUAGE ACCESS NETWORK, LLC**

This Business Associate Agreement ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019 between the Southern Nevada Health District ("Covered Entity"), and Language Access Network, LLC ("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.

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

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

**MASTER SERVICE(S) AGREEMENT BY AND BETWEEN LANGUAGE ACCESS NETWORK, LLC  
AND SOUTHERN NEVADA HEALTH DISTRICT, C200026**

**II. 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.

### III. 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.

#### IV. 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

#### V. 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).

## VI. 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.

## VII. 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.

#### VIII. 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 HEALTH DISTRICT**

**BUSINESS ASSOCIATE**  
**LANGUAGE ACCESS NETWORK, LLC**

By: \_\_\_\_\_

Name: Joseph P. Iser, MD, DrPH, MSc  
 Title: Chief Health Officer

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

By: \_\_\_\_\_

Name: Andrew Panos  
 Title: Chief Operating Officer

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