



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH**    **DATE: July 23, 2020**




**RE:** *Approval of Interlocal Service Agreement between the Southern Nevada Health District and Clark County, Nevada, on behalf of the Department of Family Services.*

---

**PETITON # 03-21**

**That the Southern Nevada District Board of Health** *approves the Interlocal Service Agreement C200016, between the Southern Nevada Health District (SNHD) and the Clark County, Nevada, Department of Family Services to staff a Call Center intended to address community concerns related to COVID-19 and to provide Contact Investigations in collaboration with the Southern Nevada Health District Office of Epidemiology and Disease Surveillance (OEDS).*

**PETITIONERS:**

**Marlo Tonge**, Communicable Disease Manager   
**Michael Johnson, PhD**, Director of Community Health   
**Fermin Leguen, MD, MPH**, Acting Chief Health Officer 

**DISCUSSION:**

This is an agreement to provide support to the SNHD OEDS in expanding contact tracers who can address community questions and provide an expanded response to notify individuals who are COVID-19 positive in Clark County.

**FUNDING:**

This is an interlocal agreement with no funding attached.



**INTERLOCAL AGREEMENT FOR  
CONTACT TRACING SERVICES  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
CLARK COUNTY, NEVADA  
ON BEHALF OF THE  
DEPARTMENT OF FAMILY SERVICES  
C2000165**

This Interlocal Agreement for Contact Tracing Services C2000165 ("Agreement") is entered into by and between the Southern Nevada Health District ("Health District"), and Clark County, Nevada, on behalf of the Department of Family Services ("County") (individually referred to as "Party" and collectively as "Parties").

**RECITALS**

WHEREAS, Nevada Revised Statutes ("NRS") 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform; and

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

WHEREAS, on March 12, 2020, Steve Sisolak, Governor of the State of Nevada, issued a Declaration of Emergency, to facilitate the state's response to the COVID-19 ("CV-19") pandemic (the "Pandemic"). Between March 15, 2020 and June 29, 2020, Governor Sisolak issued twenty-six (26) additional Emergency Orders concerning the state's response to the Pandemic; and

WHEREAS, the public safety threat posed by the Pandemic has not yet abated, and the State of Nevada is experiencing an increase in both its cumulative test positivity rate and its seven-day moving average of daily new CV-19 cases; and

WHEREAS, the Health District in furtherance of its CV-19 response, desires to utilize the services and experience of County personnel to assist with conducting investigations for CV-19 positive clients, and to field incoming calls to deliver information to both negative and positive CV-19 test clients ("CV-19 Services"); and

WHEREAS, County agrees to provide Services to the Health District as more fully set forth in Attachment A, Scope of Work.

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

- 1) **TERM AND TERMINATION.** This Agreement is effective as of the date of the last signature affixed hereto ("Effective Date") through December 31, 2020, unless sooner terminated by either Party as permitted in this Agreement. At the option of the Parties, this Agreement may be extended upon issuance of an amendment signed by both Parties.
  - 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 above, provided that, unless termination is for cause, 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 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 Services to be provided shall be specifically described in the attachments to this Agreement, which are expressly incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK  
ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT
- 3) **EXPENSES.** Each Party shall bear and be responsible solely for its own costs and expenses necessary to comply with this Agreement.
- 4) **HEALTH DISTRICT RESPONSIBILITIES.**

Health District will:

  - 4.01 Provide training to County staff providing the Services ("DFS Staff") at Health District's 280 S. Decatur Blvd, Las Vegas, Nevada location regarding i) how to investigate positive CV-19 cases, including delivery of positive results and related information to CV-19 test clients, and ii) how to respond to CV-19 test clients who call in to receive more information concerning their CV-19 status or related concerns. The Parties will mutually agree upon the date and time of the training.
  - 4.02 Assign a designated Health District staff member to provide assistance with management of cases and answer DFS Staff questions.
  - 4.03 Work with County leadership and DFS Staff to make any necessary adjustments in conducting case investigations and delivery of information to CV-19 test clients, including without limitation, any special considerations or requirements DFS Staff must follow regarding handling of personally identifiable and confidential information pursuant to HIPAA.
  - 4.04 Provide secure and select access to Health District's TriSano database for the purpose of case assignment to DFS Staff, and documentation of CV-19 surveillance action to support case investigation activities.

- 4.05 Provide each DFS Staff with a secure VPN connection, and a Health District email address to allow for secure communication concerning CV-19 test clients with authorized Health District staff.
- 4.06 Ensure written authorization from County is obtained, and collaborate with County on media requests and/or messaging for information regarding this project or future projects regarding CV-19.

5) **COUNTY RESPONSIBILITIES.**

County will:

- 5.01 Provide contact tracing activities, which, for purposes of this Agreement are defined as conducting investigations for positive CV-19 test clients, and/or delivering particulars to CV-19 test clients calling to receive information regarding CV-19 status or other concerns.
- 5.02 Obtain, maintain, and treat the information received from the CV-19 test clients as personally identifiable and confidential information.
- 5.03 Assure proper destruction of any material collected and not uploaded into TriSano regarding positive CV-19 test client information after case is closed.
- 5.04 Assure that any equipment or software used to manage CV-19 test client information adheres to security and confidentiality guidelines as outlined in Attachment B, Business Associate Agreement.
- 5.05 Provide Health District staff with space and equipment needed to provide support to DFS Staff regarding CV-19 questions.
- 5.06 Observe appropriate social distancing guidelines within County facility and provide Personal Protective Equipment for use by Health District staff assisting in the County facility and DFS Staff as required.
- 5.07 Ensure written authorization from Health District is obtained, and that Health District collaboration is engaged, before responding to any media requests and/or messaging for information regarding this project or future projects regarding CV-19.

6) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to performance of Services pursuant to this Agreement. In the performance of such Services, County shall at all times be an independent contractor with respect to Health District. County is not an employee or agent of Health District. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement will be construed to create a joint venture, co-employment or joint employer, partnership, association, or other affiliation or like relationship between the Parties.

7) **BOOKS AND RECORDS.**

- 7.01 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 five (5), or in accordance with its respective records retention policy; whichever is longer, 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/or judicial proceedings which may ensue.

- 7.02 Health District shall, at all reasonable times, have access to County's records, calculations, presentations and reports relating to this Agreement for inspection and reproduction.

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 and expressly incorporated by reference herein. County shall protect such personally identifiable and confidential information from disclosure to others, using the same degree of care used to protect its own confidential, personally identifiable, or proprietary information of like importance; but, in any case using no less than a reasonable degree of care.
- 8.02 County agrees it will not, under any circumstances, search or use information accessed through Health District's TriSano database for any purpose outside of the Services provided to Health District, including, but not limited to, use of information to populate County's Homeless Management Information System.

9) GENERAL PROVISIONS.

- 9.01 BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the right to seek reasonable attorneys' fees and costs.
- 9.02 WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement or its material or nonmaterial terms by either Party shall not operate as a waiver by such Party of any of its rights or remedies as to any other breach.
- 9.03 INSURANCE. Each Party shall carry insurance, at its respective sole expense, through commercial insurance carriers or self-insurance, sufficient to cover its interests or

potential liabilities hereunder including, but not limited to worker's compensation and comprehensive general liability.

- 9.04 **MUTUAL COOPERATION.** The Parties will use good faith efforts to cooperate with each other in all matters relating to the provision and receipt of the Services. Such cooperation includes, but is not limited to, providing 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 and taking any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.
- 9.05 **LIMITED LIABILITY.** The Parties will not waive and intend to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of both Parties shall not be subject to punitive damages. To the extent applicable, actual agreement damages for any breach shall be limited by NRS 353.260 and NRS 354.626.
- 9.06 **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, act of terrorism, 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.
- 9.07 **INDEMNIFICATION.** Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 9.08 **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, gender, ancestry, national origin, gender identity or expression, marital status, status as a disabled veteran, or veteran of the Vietnam era, disability, or sexual orientation. The Parties likewise agree they will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, rules enforced by the Nevada Equal Rights Commission, and the American with Disabilities Act, in connection with this Agreement.
- 9.09 **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.
- 9.10 **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.
- 9.11 **PUBLIC RECORDS.** Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto

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.

- 9.12 **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.
- 9.13 **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.
- 9.14 **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, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 9.15 **NOTICES.** All notices permitted or required under this Agreement shall be made by personal delivery, overnight delivery, or via U.S. certified mail, return receipt requested to the other Party at its address as set forth below:

**Southern Nevada Health District**  
Contract Administrator, Legal Dept.  
280 S. Decatur Blvd.  
Las Vegas, NV 89107

**Clark County, Nevada**  
**Department of Family Services**  
Tim Burch, Administrator  
121 South Martin Luther King Blvd  
Las Vegas, NV 89106

- 9.16 **USE OF NAME AND LOGO.** Neither Party may use the other Party's name, mark, logo, design or other symbol for any purpose without the other Party's prior written consent. Each Party agrees that the other Party, in its sole discretion, may impose restrictions on the use of its respective name and/or logo. Each Party retains the right to terminate use of its name and/or logo by the other Party, with or without cause.
- 9.17 **NON-EXCLUSIVITY.** This Agreement is non-exclusive and both Parties remain free to enter into similar arrangements with third parties. County may, during the term of this Agreement or any extension thereof, perform services for any other clients, persons, or companies as County sees fit, so long as the performance of such services does not, in the opinion of Health District, create a conflict of interest.
- 9.18 **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.



- 9.19 **KEY PERSONNEL**. Health District's Communicable Diseases Manager shall be the overall manager of this Agreement, will assign all tasks and due dates for all work, and be the single point-of-contact for resolution of Agreement-related issues. County's Administrator of the Department of Family Services shall be the single point of contact for County.
- 9.20 **STATEMENT OF ELIGIBILITY**. Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).
- 9.21 **NO SUBCONTRACTING**. County shall not subcontract any portion of its services under this Agreement without the prior written consent of the Health District.
- 9.22 **COUNTERPARTS**. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.


*[SIGNATURE PAGE TO FOLLOW]*




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, NEVADA ON BEHALF OF  
DEPARTMENT OF FAMILY SERVICES**


By:   
Fermin Leguen, MD, MPH  
Acting Chief Health Officer

By:   
Kevin Schiller  
Assistant County Manager

Date: 7/07/2020

Date: 7-6-2020

**APPROVED AS TO FORM:**

By:   
Heather Anderson-Fintak, Esq.  
Associate General Counsel  
Southern Nevada Health District

**ATTACHMENT A**  
**SCOPE OF WORK**

- A. County will provide and staff a Call Center intended to: i) investigate positive CV-19 cases, including delivery of positive results and related information to CV-19 test clients, including collection of information from positive CV-19 test clients; and ii) respond to CV-19 test clients who call in to receive more information concerning their CV-19 status or related concerns; and iii) securely input client level data obtained for the Health District into TriSano. Call Center will be staffed with individuals trained by Health District to perform these Services.
- B. County will deliver consistent and accurate information to CV-19 test clients and will gather data for delivery to the Health District in accordance with Health District policies and procedures.

**B.1 County will provide the following Services:**

- (a) Call CV-19 test clients with their test results in accordance with schedules provided by Health District.
- (b) Design a staffing plan to accept calls, five (5) days a week, between the hours of 8:00 am and 5:00 pm Pacific Time.
- (c) Ensure and provide the capacity to: i) place and receive multiple calls simultaneously; ii) record messages; iii) manage calls in a variety of foreign languages; and iv) identify the originating caller telephone number (caller ID).
- (d) Respond to any recorded voicemail message left by caller within 15 minutes of the posting of the message during regular business hours set forth above.
- (e) Provide DFS Staff who are professional, knowledgeable and courteous in the placement and receipt of all calls, with an emphasis on DFS Staff who are proficient in both the Spanish and English languages.
- (f) Accurately capture information in writing, including identity of the CV-19 test client, the date and time of the call, and the substance of the call.
- (g) Design a plan to indicate how it will handle calls in a variety of foreign languages.
- (h) Accurately input data received from positive CV-19 test cases into Health District's TriSano database.
- (i) Create a secure, confidential database into which information detailing the substance of each incoming call from non-case-related CV-19 test clients is recorded.
- (j) Provide reports pertaining to the calls received from non-case-related CV-19 test clients, such as statistical and summary reports, including call volume.
- b) Assure proper destruction of any additional documents received, or paper copies

of CV-19 testing information after results are given and/or data is input into Health District's TriSano database.

- c) Ensure any equipment or software used to manage client information adheres to security and the confidentiality guidelines as outlined in Attachment B, Business Associate Agreement.
- C. Call Center. Data collected from CV-19 test clients will be provided to the Health District. Should clients need more information regarding CV-19, they will be referred back to the Health District's help line at 702-759-1518.
  - C.1 Collected case investigation data will be made available to the Health District through TriSano. Any data not suitable for entry into TriSano, but of use to Health District for the purpose of its CV-19 response, shall be communicated with Health District in accordance with its policies and procedures, by a secure method to be determined with County representatives.
- D. Project Schedule. By July 13, 2020 or sooner, County will have the Call Center established, staffed, tested, and fully operational.
- E. Ownership. Except as may be otherwise provided herein, Health District owns all rights, title and interest in and to any and all information and/or materials produced in furtherance of, or that come into being as a result of, this Agreement. Upon termination of Agreement, or upon receipt of Health District's written request, any and all such information and/or materials shall be immediately destroyed or returned to Health District.

**ATTACHMENT B  
BUSINESS ASSOCIATE AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
CLARK COUNTY, NEVADA  
ON BEHALF OF THE  
DEPARTMENT OF FAMILY SERVICES**

This Business Associate Agreement ("Agreement") is made and entered into this 7<sup>th</sup> day of July, 2020 between the Southern Nevada Health District ("Covered Entity"), and Clark County, Nevada on behalf of the Department of Family Services ("Business Associate"), (individually referred to as "Party" or collectively as "Parties").

**WITNESSETH:**

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

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

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

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

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

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

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

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

Interlocal Agreement for Contact Tracing Services Between Southern Nevada Health District and Clark County, Nevada on behalf of the Department of Family Services C2000165

**2. DEFINITIONS**

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

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

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

Business Associate acknowledges and agrees:

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

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

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

Business Associate acknowledges and agrees:

- i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of PHI other than as permitted in this Agreement or by the HIPAA Rules.
- ii) To use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by the Service Agreement(s), this Agreement, or as Required by Law. This includes the implementation of administrative, physical, and technical safeguards to reasonably and appropriately protect and secure the Covered Entity's ePHI against any reasonably anticipated threats or hazards, utilizing technology commercially available to the Business Associate. (45 CFR §§ 164.308, 164.310, 164.312). Business Associate shall maintain appropriate documentation of its compliance with the Privacy Rule, including, but not limited to, its policies, procedures, records of training, and sanctions of its workforce member. (45 CFR §164.316).
- iii) To notify Covered Entity immediately of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.  
  
In the case of an unsuccessful attempt to gain unauthorized access, Business Associate need only notify Covered Entity of an attempt that had a reasonable probability of success.
- iv) To notify Covered Entity immediately upon discovery of a breach pursuant to the terms of 45 CFR § 164.410 and cooperate in Covered Entity's breach analysis procedures, including risk assessment and final determination on whether to notify affected individuals, media, or HHS.
  - a. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
  - b. Business Associate shall provide Covered Entity with all required content of notification pursuant to 45 CFR § 164.410 and 45 CFR 404 within 15 business days of discovery of the Breach.
- v) For breaches determined to have resulted from the Business Associate actions and/or its subcontractors, Business Associate will handle and pay all costs for any breach notifications and/or mitigation to affected individuals and notifications to HHS and the media, on behalf of the Covered Entity.
- vi) All notifications as permitted or required pursuant to this Agreement must be in writing, and shall be made by personal delivery, overnight delivery, or via U.S. certified mail, postage prepaid to Covered Entity at the address set forth below:

Annette L. Bradley, Esq., Acting Privacy Officer  
 Southern Nevada Health District  
 280 S. Decatur Boulevard  
 Las Vegas, NV 89107

#### 5. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

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

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

#### 6. SPECIFIC USE AND DISCLOSURES

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

#### 7. TERMINATION

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



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


#### 8. MISCELLANEOUS

- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- ii) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- iii) Except as expressly stated herein or the HIPAA Rules, the Parties to this Agreement do not intend to create any rights in any third parties.
- iv) The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Service Agreement(s) and/or the business relationship of the Parties, and shall continue to bind Business Associate, its subcontractors, agents, employees, contractors, successors, and assigns.
- v) Business Associate will indemnify and hold harmless Covered Entity and any of its officers, directors, employees, or agents against any claim, cause of action, liability, damage, cost, or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Breach of PHI under the control of Business Associate that requires notification under the HIPAA Rules or state law.
- 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**

By:   
Name: Fermin Leguen, MD, MPH  
Title: Acting Chief Health Officer

Date: 7/6/2020

**BUSINESS ASSOCIATE**  
**CLARK COUNTY, NEVADA ON BEHALF OF**  
**THE DEPARTMENT OF FAMILY SERVICES**

By:   
Name: Kevin Schiller  
Title: Assistant County Manager

Date: 7-6-2020