



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** October 28, 2021

RE: *Approval of lease agreement with All Saints Episcopal Church to increase access to health care services in the community*

PETITION #17-22

That the Southern Nevada District Board of Health *approve the lease agreement with All Saints Episcopal Church to increase access to sexual health services.*

PETITIONERS:

Lourdes Yapjoco, MSN, RN, Community Health Nurse Manager *LY*
Dr. Cortland Lohff, MD, Director of Primary and Preventive Care *CL*
Fermin Leguen, MD, MPH, Chief Health Officer *FL*

DISCUSSION:

SNHD Sexual Health Clinic (SHC) has determined that it requires additional space to adequately serve clients requiring healthcare services relating sexual health and desires to collaborate with a community partner, All Saints Episcopal Church, to expand such services. This satellite clinic will provide in-person and telehealth services to clients served.

FUNDING:

Funding will be through existing SHC general funds budget for fiscal year 2021-2022. The clinic is also expected to generate billing and other revenues to offset some operational costs.



**LEASE AGREEMENT
BETWEEN
ALL SAINTS' EPISCOPAL CHURCH
AND
SOUTHERN NEVADA HEALTH DISTRICT
C2200058**

THIS LEASE AGREEMENT for the lease of real property (“Lease”) is made by and between All Saints’ Episcopal Church, a not-for-profit faith-based community organization (“Lessor”) and the Southern Nevada Health District (“Lessee”) (individually “Party”, collectively “Parties”).

RECITALS

WHEREAS, Lessee is the public health entity organized pursuant to Nevada Revised Statutes (“NRS”), Chapter 439, with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, Lessee has determined it requires additional temporary space to adequately serve clients requiring healthcare services relating to their sexual health, and desires to collaborate with a community partner to expand southern Nevada community access to such healthcare services (hereinafter referred to as “Services”); and

WHEREAS, Lessor is the owner of real property, located at 4201 W. Washington Avenue, Las Vegas, Nevada 89107, part of which can be rented by Lessee, and which is clinically equipped for Lessee’s provision of Services (the “Premises”); and

WHEREAS, Lessee wishes to lease the Premises to Lessor as a temporary location to provide clinical services to the southern Nevada community and its visitors; and

NOW, THEREFORE, in consideration of the mutual covenants contained in this Lease, the Parties agree as follows:

1) Premises.

1.01 The Premises are described as follows: clinical and administrative office space located at 4201 W. Washington Avenue, Las Vegas, Nevada 89107 consisting of approximately 1,927 square feet.

1.02 The Premises includes the following:

- a) Access to use Lessor’s SmartTVs as needed
- b) Three (3) classrooms (Rooms 1, 5 and 6)

- c) Four (4) restrooms for use of Lessee's employees and clients
- d) Access to a courtyard adjacent to the premises for use of Lessee's employees and clients

Two (2) keys and gate code to open all gates and doors necessary for Lessee's use of the Premises

1.03 Should Lessee require to utilize larger clinical facilities within Lessor's facility, the Parties agree to review the space needs requests and discuss feasibility and cost implications to both Parties. Lessor will make reasonable efforts to meet the Lessee's additional space needs.

2) Term; Renewal Options; Termination.

2.01 Term. This Lease is effective on November 1, 2021 ("Effective Date") through May 1, 2022 (the "Term"). This Lease may be extended

2.02 Termination. This Lease may be terminated by either Party without penalty, with or without cause, upon giving written notice of the intent to terminate thirty (30) days prior to the date of the intended termination.

3) Rent.

3.01 Lessee shall pay rent to Lessor in the amount of \$2,000 per month, by the 5th of each month, for the Term of this Agreement. This Lease may be extended upon mutual written agreement by the Parties.

3.02 Utilities. Lessor shall provide 100% of the utilities (i.e. electricity, gas, water, and trash) for the Premises, including heated and cooled central air.

a) Lessor will provide maintenance and pay for janitorial services to ensure deep cleaning of common areas, restrooms, and supply stocking of bathrooms on the Premises every Saturday during the Term of the Lease.

b) Lessee will provide janitorial services for the clinic floor, private restrooms in rooms 5 and 6, and the removal of medical waste. Lessee will ensure cleaning and disinfection of all rooms and gates used by Lessee in between patients, and at the end of each business day.

4) Use of Premises.

4.01 The Premises are to be used as a clinic location for the purpose of providing health services to the community in the form of in-person medical visits and/or telemedicine services. Lessee shall restrict its use to such purposes and shall not use or authorize the use of the Premises for any other purpose without the prior written consent of Lessor, which consent will not be unreasonably withheld.

5) Alterations.

5.01 Lessee shall make no physical alterations to the Premises without prior written approval from Lessor's Rector, which approval will not be unreasonably withheld.

6) Delivery, Acceptance, and Surrender of Premises.

- 6.01 Lessor shall deliver possession of the Premises in a condition fit for use by Lessee. Acceptance of the Premises by Lessee shall be construed as recognition that that the Premises are in a good state of repair and in sanitary condition.
- 6.02 Any equipment provided by Lessor will be maintained in good working condition, less normal wear and tear.
- 6.03 Lessee shall surrender the Premises at the end of the Lease in the same condition as when Lessee initially occupied the Premises, allowing for reasonable use and wear. Before surrender, Lessee shall remove all furniture, equipment and fixtures placed in the Premises by Lessee and restore the Premises to the same condition as when Lessee completed Tenant Improvements, allowing for reasonable use and wear.

7) Entry on Premises by Lessor.

- 7.01 Lessor reserves the right to enter the Premises at reasonable times for inspection and to perform required maintenance and repairs, or to make additions, alterations, or modifications to any part of the building in which the Premises are located, and Lessee shall permit Lessor to do so. Lessor may erect scaffolding, fences, and similar structures, post relevant notices, and place moveable equipment in connection with making alterations, additions, or repairs, all without incurring liability to Lessee for disturbance of quiet enjoyment of the Premises, or loss of occupancy of the Premises.

8) Parking.

- 8.01 Lessor will make available four (4) handicap designated parking spaces, 14 covered parking spaces, and 54 open parking spaces available for use by Lessee's employees and clients. Such parking spaces will be located adjacent to the Premises.

9) Insurance.

- 9.01 Each Party shall carry insurance, through commercial insurance carriers or self-insurance, sufficient to cover its interest or potential liabilities hereunder including, but not limited to worker's compensation and comprehensive general liability which shall be provided to the other Party upon request.

10) Indemnification.

- 10.01 Up to the limitation of law, including, but not limited to, NRS Chapter 41 liability, each Party shall be responsible for all liability, claims, actions, damages, losses, and expenses, caused by the negligence, errors, omissions, recklessness or intentional misconduct of its own officers and employees. Lessee does not waive and intends to assert available NRS Chapter 41 liability limitations in all cases. Agreement liability of the Parties shall not be subject to punitive damages.

- 12.2 Without limiting the generality of the foregoing, Lessee hereby agrees to assume liability for and, to the maximum extent and duration permissible by law, to protect, indemnify and save and hold Lessor, officers and employees harmless from and against any and all liability, claims, demands, losses, fines, expenses or causes of

action of any kind to the extent arising out of the acts or omissions of Lessee or its employees, agents or contractors or subcontractors while on the Premises, including, without limitation (i) loss of or damage to the Premises or other property of Lessor; (ii) loss of or damage to third party property, (iii) loss attributable to bodily or personal injury, disease or death suffered by representatives, employees or agents of Licensor or its contractors and their subcontractors; and (iv) damage or harm to the environment.

11) Default and Remedies.

11.01 Lessee Default; Termination. If Lessee defaults in any obligation of this Lease and fails to cure the default within thirty (30) days after Lessor delivers a notice of default to Lessee, Lessor may terminate this Lease upon an additional fifteen (15) days' written notice; provided, however, that if such default cannot reasonably be cured within thirty (30) days, the defaulting Party shall have sufficient time to cure the default, if such cure is commenced within said thirty (30) day-period and promptly completed.

11.02 Lessor Default. If Lessor defaults in any obligation under this Lease and fails to cure the default within thirty (30) days after Lessee delivers a notice of default to Lessor, Lessee may terminate this Lease upon an additional fifteen (15) days' written notice; provided, however, that if the default cannot reasonably be cured within thirty (30) days, the defaulting Party shall have sufficient time to cure the default, if such cure is commenced within said thirty (30) day-period and promptly completed.

12) Remedies Cumulative.

12.01 The various rights, options, elections, and remedies of the Parties contained in this Lease shall be cumulative and no one of them shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided by law.

13) Assignability.

13.01 This Lease is not assignable by either Party.

14) Governing Law.

14.01 This Lease and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Lease.

15) Notices.

15.01 Any notices required or appropriate under this Lease shall be in writing and shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, or the United States mail at the following addresses:

LESSOR
All Saints Episcopal Church

LESSEE
Southern Nevada Health District,

Fr. Rafael Pereira
4201 W. Washington Ave.
Las Vegas, NV 89107

Contract Administrator, Legal Dept
280 S. Decatur Blvd
Las Vegas, NV 89107

16) Third Party Beneficiaries.

16.01 This Lease and attachments hereto, are not intended to confer any rights to any person or entity not a party hereto.

17) Status of Parties; Independent Entities.

17.01 The Parties are associated with each other for the purposes and to the extent set forth in this Lease. Nothing contained in this Lease shall be deemed or construed by the Parties or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any other association between the Parties. No provisions of this Lease, or any acts of the Parties hereto, shall be deemed to create any relationship between the Parties other than as set forth in this Lease.

18) Statement of Eligibility.

18.01 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).

19) Confidentiality.

19.01 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 Exhibit A and expressly incorporated by reference herein.

20) Public Records.

20.01 Pursuant to NRS Chapter 239, information or documents, including this Lease, and any other documents generated incidental thereto may be opened by Lessee to public inspection and copying. Lessee will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.

21) Use of Name and Logo.

21.01 Lessor may not use Lessee's name or logo for any purpose without the Lessee's prior written consent. Lessor agrees that Lessee, in its sole discretion, may impose restrictions on the use of its name and/or logo. Lessee retains the right to terminate, with or without cause, Lessor's right to use Lessee's name and/or logo.

22) Execution in Counterparts.

22.01 This Lease 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.

23) Entire Agreement.

23.01 This Lease shall constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either Party except to the extent incorporated in this Lease.

24) Modification.

24.01 Any modification of this Lease or additional obligations assumed by either Party in connection with this Lease shall be binding only if approved by the Parties and evidenced by a written and signed addendum hereto.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

LESSOR:
ALL SAINTS EPISCOPAL CHURCH

LESSEE:
SOUTHERN NEVADA HEALTH DISTRICT

By: _____
Fr. Rafael Pereira
Rector

By: _____
Fermin Leguen, MD, MPH
District Health Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

This document is approved as to form;
signature to be affixed after Board of
Health Approval

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

**ATTACHMENT A
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT,
AND
ALL SAINTS EPISCOPAL CHURCH**

This Business Associate Agreement (“Agreement”) is made and entered into this _____ day of November 1, 2021, between the Southern Nevada Health District (“Covered Entity”), and the All Saints Episcopal Church (“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.

1. AGREEMENTS AFFECTED BY THIS BUSINESS ASSOCIATE AGREEMENT

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

LEASE AGREEMENT BETWEEN THE ALL SAINTS EPISCOPAL CHURCH AND
SOUTHERN NEVADA HEALTH DISTRICT C2200058

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:

Kyle Parkson
Privacy Officer
280 S. Decatur Boulevard
Las Vegas, NV 89107

5. BUSINESS ASSOCIATE PERMITTED USES AND DISCLOSURES

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

- i) Subject to the limitations of this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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

6. SPECIFIC USE AND DISCLOSURES

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

7. TERMINATION

- i) Covered Entity shall have the right to terminate this Agreement and the Service Agreement(s) immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement.
- ii) If Covered Entity reasonably believes that Business Associate has violated a material term of this Agreement, where practicable, Covered Entity shall either:
 - a. give written notice to Business Associate with an opportunity to reasonably and promptly cure or end the violation and terminate the Agreement if the Business Associates does not cure the breach or end the violation within the reasonable time specified; or
 - b. terminate this Agreement and the Service Agreement(s) immediately.
- iii) This Agreement shall terminate in the event that the underlying relationship, functions, or services that gives rise to the necessity of this Agreement terminates for any reason. Upon such termination, the provisions of this Agreement which expressly or by their nature survive expiration or termination will remain in effect.
- iv) Upon termination of the Service Agreement(s), this Agreement, or at the request of Covered Entity, Business Associate will return or destroy all PHI received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information.
 - a. If such return or destruction is not feasible, Business Associate shall provide written assurances as to the means of continued protection of the data and extend the protections of this Agreement to

such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction unfeasible for so long as Business Associate maintains the same.

- b. Business Associate shall consult with Covered Entity as necessary to ensure an appropriate means for the return and/or destruction of any PHI and notify the Covered Entity in writing when such destruction is complete.
- c. If PHI is returned, the Parties shall document when the PHI has been received by the Covered Entity.

8. MISCELLANEOUS

- i) The Parties agree that the provisions of HIPAA and the HITECH Act that apply to Business Associate are incorporated by reference into this Agreement in their entirety.
- ii) Business Associate agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of 45 CFR § 164.526.
- iii) Except as expressly stated herein or 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
ALL SAINTS EPISCOPAL CHURCH

By: _____

Name: Fermin Leguen, MD, MPH

Title: District Health Officer

By: _____

Name: Fr. Rafael Pereira

Title: Rector

Date: _____

Date: _____