ADMINISTRATIVE HEARING OFFICER
INDEPENDENT CONTRACTOR AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
CONTRACTOR
CXXXXXXX

This Administrative Hearing Officer Independent Contractor Agreement ("Agreement") is made by and between the Southern Nevada Health District, the public health authority for Clark County, Nevada (hereinafter the "Health District"), and Contractor (hereinafter "Contractor") (individually "Party" or collectively "Parties").

SERVICES TO BE PERFORMED

1.01 Contractor agrees to perform the following services for Health District:

Administrative Hearing Officer

1.02 Contractor agrees to provide Administrative Hearing Officer functions and duties for Administrative Hearings assigned by the Health District's Legal Counsel or their Designee.

1.03 Contractor agrees to:

a) Obtain and maintain the appropriate professional and/or jurisdictional licenses to operate as an independent contractor within Clark County pursuant to this Agreement.

b) Preside over assigned Administrative Hearings in compliance with applicable Health District regulations, the Nevada Revised Code, the Nevada Administrative Code, and the Health District Hearing Officer Administrative Rules or Procedures.

c) Not have at the time of any assignment for an Administrative Hearing, any personal interest or expectation in any matter with the Health District.

TERM, TERMINATION, AND AMENDMENT. This Agreement shall be for a term of three (3) years, beginning April 1, 2020 and ending March 31, 2023 ("Term"), unless sooner terminated by either Party as set forth in this Agreement.

1.04 Subject to the availability of funds, Contractor's continuing compliance with applicable state and local government requirements and any evaluation of Contractor's performance by Health District, such Term may be extended for additional terms upon mutual agreement of both Parties of this Agreement.

1.05 Each Party reserves the right to terminate this Agreement with or without cause by providing written notice to the other Party thirty (30) days prior to cancellation.

1.06 Either Party may terminate this Agreement if the other Party is in "material default" under the terms and conditions of this Agreement, and the default is not cured within seven (7) calendar days of receipt of written notice specifying the material fault. For purposes of this Agreement, a "material default includes, but is not limited to: a) in the case of the Health District, the failure to remit compensation to Contractor as and when required under this Agreement; or, b) in the case of Contractor: i) the substantial failure to implement and/or provide the services described pursuant to Section 1 herein, or ii) failure to provide insurance documentation to Health District as required.

1.07 Upon termination, Contractor will be entitled to payment for services satisfactorily performed prior to date of termination and for which Contractor has submitted an invoice but has not been paid, and such compensation shall be pursuant to the terms of this Agreement.

1.08 This Agreement may be only 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.

QUALIFICATIONS. Contractor certifies that the following minimum qualifications to act as an Administrative Hearing Officer are satisfied:

1.09 Contractor is and will remain a resident of the State of Nevada during the term of this Agreement;

1.10 Contractor is licensed to practice law in the State of Nevada or is a graduate of an accredited 4-year college;

1.11 Contractor has at least 3 to 5 years of demonstrable experience in environmental health, waste management, hotel administration, restaurant food safety, engineering, day care administration, and/or public administration;

1.12 Contractor has prior experience in performing mediations, negotiations, arbitrations, and/or administrative hearings, preferably in the State of Nevada;

1.13 Contractor is and will remain in good standing with any applicable regulatory oversight agency; and

1.14 Contractor holds a valid Nevada business license or is authorized to conduct business in Nevada.

1.15 Contractor is not a current employee of the State of Nevada or any political subdivision of the State of Nevada or of any entity which is permitted or regulated pursuant to the Southern Nevada Health District's EMS or Trauma System Regulations, and has a working knowledge of EMS, trauma care, arbitration, and/or law.

INCORPORATED DOCUMENTS

1.16 The services to be performed 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:

EXHIBIT A: Information Statements

EXHIBIT B: Hearing Officer Conflict of Interest Disclosure Form
EXHIBIT C: Business Associate Agreement
EXHIBIT D: Workers' Compensation Statement for Independent Contractors

PAYMENT

1.17 In consideration of the services to be performed by Contractor, Health District agrees to pay Contractor the total sum of $115.00 per hour.

1.18 Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes, without limitation, license fees, automobile and other travel expenses, meals; insurance premiums; and any expenses or compensation paid by Contractor to their employees or contract personnel hired to complete any work under this agreement.

INDEPENDENT CONTRACTOR STATUS AND CERTIFICATION

1.19 The Parties are associated with each other only for the purposes and to the extent set forth in this Agreement and in respect to the performance of services pursuant to this Agreement. In the performance of such services, Contractor and any person employed by or contracted with Contractor shall at all times act as and be an independent contractor, and 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, partnership, association, or other affiliation or like relationship between the Parties. Contractor and Health District agree to the following rights consistent with an independent contractor relationship:

1.20 With the exception of Administrative Hearings scheduled within a Health District owned, operated or designated facility, Contractor has the right to perform the services required by this Agreement at any place, location, or time.

1.21 Contractor, not the Health District, shall have the power to control and direct the details, manner, or means of services provided. Contractor shall have no obligation to work any particular hours or particular schedule and retains the right to determine the means of performing the services covered by this Agreement.

1.22 Contractor may, during the term of this Agreement, perform services for any other clients, persons, or companies as Contractor sees fit, so long as the performance of such services does not interfere with Contractor's performance of obligations under this Agreement, and does not, in the opinion of Health District, create a conflict of interest. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties.

1.23 Contractor will furnish all equipment and materials used to provide the services required by this Agreement.

1.24 Any persons employed or engaged by Contractor in connection with the performance of the Services hereunder shall be Contractor's employees. Contractors, or agents. Contractor assumes responsibility for the actions of its employees, contractors, and agents under this Agreement and will be solely responsible for their supervision, daily

direction and control, wage rates, withholding income taxes, providing unemployment and disability benefits, and the manner and means through which the work under this Agreement will be accomplished.

1.25 Health District shall not require Contractor to devote full time to performing the services required by this Agreement.

1.26 Further, Contractor hereby certifies:

a) Contractor is not an employee of Health District. Accordingly, contractor waives all claims to benefits, otherwise provided to employees of the Health District, including, but not limited to: medical, dental, or other personal insurance, retirement benefits, unemployment benefits, and liability or worker's compensation insurance.

b) Contractor will provide a Federal Tax or Social Security Number on the required form W-9.

c) Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll-type taxes applicable to money received for services herein provided. Contractor understands that an IRS Form 1099 will be filed by the Health District for all payments received.

CONFIDENTIALITY

1.27 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 and incorporated by reference herein.

1.28 Consistent with state and federal privacy laws, Contractor will at all times have in place procedures to ensure the privacy and maintain the confidentiality of any Health District information with at least the same degree of care as it maintains the confidentiality of its own confidential information of like importance.

1.29 Contractor agrees that nonpublic information acquired in an official capacity shall not be used or disclosed for any purpose unrelated to official duties. Contractor shall comply with applicable law and rules regulating confidential information.

INDEMNIFICATION AND HOLD HARMLESS

1.30 Contractor shall save, hold harmless, and indemnify the Health District, its officers, agents and employees, from and against all claims, causes of action, liabilities, expenses and costs, including reasonable attorneys' fees, for the injury or death of any person or damage to property arising out of, or connected with, work performed under this Agreement which is the result of any acts or omissions, whether negligent or otherwise, of Contractor, its officers, agents, subcontractors or employees.

OWNERSHIP OF PRODUCTS/DOCUMENTS

1.31 Contractor hereby assigns to Health District all rights to all products, reports, documents,

data, videos, photographs, and drawings produced by Contractor pursuant to this Agreement.

NOTICES

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

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

Contractor:

INSURANCE

1.33 Contractor agrees to maintain insurance in commercially reasonable amounts calculated to protect itself and the Health District from any and all claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from activities performed or facilitated by this Agreement, whether these activities are performed by Contractor or anyone directly or indirectly engaged by Contractor.

a) A completed Attachment D, Workers' Compensation Statement for Independent Contractors with applicable documents (if any) attached to it must be provided to Health District's Contract Administrator within thirty (30) calendar days of the Effective Date of this Agreement, and proof of current professional liability coverage must be provided upon execution of this Agreement. Contractor is responsible for providing evidence of continued professional liability, and if applicable, workers' compensation coverage throughout the term of this Agreement.

THIRD PARTY BENEFICIARY RIGHTS

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

GENERAL PROVISIONS

1.35 MUTUAL COOPERATION. The Parties shall fully cooperate with one another in the furtherance of this Agreement, 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.

1.36 STATEMENT OF ELIGIBILITY. Each Party acknowledges to the best of its respective knowledge, information, and belief, and to the extent required by law, neither it nor any of its 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).

1.37 GOVERNING LAW. This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to the laws of the State of Nevada, notwithstanding conflict of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

1.38 COMPLIANCE. Contractor shall comply with all federal, state, and local laws requiring business permits, certificates and licenses require to carry out the services to be performed under this Agreement.

1.39 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, acts of terrorism, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms.

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

1.41 ASSIGNMENT. Contractor may not assign or subcontract any rights or obligations under this Agreement without Health District's prior written approval.

1.42 INTEGRATION CLAUSE. This Agreement, INCLUDING ALL Attachments hereto, as it may be amended from time to time, contains the entire agreement among the Parties relative to the subject matters hereof.

1.43 PUBLIC RECORDS. Pursuant to NRS Chapter 239, information or documents, including this Agreement, may be open to public inspection and copying. Health District will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interest.

1.44 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.

1.45 SEVERABILITY. If any provision contained in this Agreement is held to be unenforceable by a court to law or equity, the provision 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.

1.46 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.

1.47 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.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT

By: _____
Ernest Blazzard
Financial Services Manager

Date: _____

Approved as to form:

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

CONTRACTOR

By: _____
Contractor
Hearing Officer

Date: _____

EXHIBIT A
INFORMATION STATEMENT

I, _____, affirm that, as of the signatory date below:

1. I am independent of the Southern Nevada Health District (the "Health District") and I am not related in any way to the Health District's business operations.

2. No conflict of interest exists for me with regard to any other work performed for the Health District, and there is no pending or anticipated litigation involving the Health District.

3. There are no legal malpractice claims or lawsuits either pending or resolved and there are no complaints filed with any state regulatory bodies or professional organizations against me.

4. I have not performed any prior work for the Health District. (Alternatively, list of any prior work performed for the SNHD.)

and that if any of the above information changes during the term of this Agreement, I will immediately notify the Health District, in writing.

_____
Contractor Signature

_____
Date

EXHIBIT B
SOUTHERN NEVADA HEALTH DISTRICT
HEARING OFFICER CONFLICT OF INTEREST DISCLOSURE FORM

Name: _____

Address: _____

_____

The Southern Nevada Health District (the "Health District") and its employees, board members, business associates, and independent contractors must act at all times in the best interests of the Health District and not for personal, third-party gain, or financial enrichment.

A Hearing Officer shall promptly disclose all actual and potential conflicts of interest reasonably known to them. When encountering a potential conflict of interest, the Hearing Officer must identify the potential conflict and decline to hear, review, adjudicate, and/or comment on the case. If a Hearing Officer has a doubt about whether a conflict exists, to preserve the integrity of the process, he or she shall recuse himself or herself.

1. Yes _____ No_____ I am a current employee of the State of Nevada or any political subdivision of the State of Nevada

If yes, please identify the department or political subdivision and position held _____

_____

2. Yes _____ No_____ I am an employee, principle, or have a direct or indirect financial or fiduciary interest in an entity that is permitted or regulated by any District Environmental Health Department or Solid Waste Management Authority

If yes, please identify the entity(ies) and the nature of the financial or pecuniary interest (Attach extra pages if additional space is needed)

_____

_____

_____

3. Yes _____ No_____ I am an employee, principle, or have financial or fiduciary interest in an entity that is permitted or regulated by any District EMS or Trauma System Regulations

If yes, please identify the entity(ies) and the nature of the financial or pecuniary interest (Attach extra pages if additional space is needed)

_____

_____

_____

4. Yes _____ No_____ I have a current or pending contract, bid, proposal or other ongoing procurement relationship with the Health District

If yes, please identify each contract, pending contract, bid, proposal, or other ongoing procurement relationship you have with the Health District.

I affirm, under penalty of perjury, the truth and completeness of the statements made above, and that I am the above-named person.

Signed: _____ Date: _____

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
BUSINESS ASSOCIATE

This Business Associate Agreement ("Agreement") is made and entered into this _____ day of _____, 2019 between the Southern Nevada Health District ("Covered Entity"), and _____ ("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:

ADMINISTRATIVE HEARING OFFICER INDEPENDENT CONTRACTOR AGREEMENT BETWEEN SOUTHERN NEVADA HEALTH DISTRICT AND CONTRACTOR

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:

Lynne Foster
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.

[SIGNATURE PAGE TO FOLLOW]

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: Ernest Blazzard
Title: Financial Services Manager

Date: _____

BUSINESS ASSOCIATE

By: _____

Name:
Title:

Date:_____

ATTACHMENT D
WORKERS' COMPENSATION COVERAGE STATEMENT FOR INDEPENDENT CONTRACTORS

Contractor's Legal Business Name (Include any name doing business as)		**Type of Business**	**Business Telephone Number**
Business Address	**City**	**State**	**Zip Code**
Federal Identification Number	**Social Security No.**	**Occupational or Business License # (circle one)**	
Name of Contractor's Principal Owner (Please Print)		**Principal Owner's Telephone**	
Contractor Principal Owner's Address	**City**	**State**	**Zip Code**

Independent Contractor as identified above ("Contractor") asserts: (Select and complete one option only)

( ) it has obtained industrial workers compensation insurance (attach certificate of insurance coverage) as required by Chapter 616A to D, inclusive, of the Nevada Revised Statues ("NRS"):

_____

Effective Date of Coverage Insurer Policy Number

( ) it is not subject to the provisions of NRS Chapter 616A to D, inclusive, due to a statutory exemption or as a business which has no employees nor hires any independent contractor or subcontractor.

( ) it has a valid certificate of self-insurance (attach certificate of insurance coverage) pursuant to NRS Chapter 616A to D, inclusive, of the Nevada Revised Statutes.

_____

Effective Date Certificate Number

Contractor hereby certifies that its business is separate from that of the Southern Nevada Health District ("Health District"), and that contractor is not engaged in a business, profession or occupation which is similar to that of the Health District.

Contractor understands and acknowledges that as a business entity separate and distinct from the Health District, that Contractor is not entitled to industrial insurance (e.g. Workers' Compensation) coverage under any Health District policy.

Contractor waives any and all right to file any claim or cause of action for personal injuries or illnesses against the Health District which might have occurred or arisen during the course of performance of Services for the Health District. Contractor further agrees to indemnify, save and hold harmless the

Health District, its directors, agents and employees from any and all claims, causes of action or liability arising from the performance of Services for the Health District.

I do hereby affirm that I am duly authorized to execute this Workers' Compensation Coverage Statement for Independent Contractors document on behalf of Contractor, and that the above information is true and correct.

Dated this _____ day of _____, 20_____.

_____
Contractor Signature

_____
Printed Name

_____
Title

Contractor signature witnessed by:

_____
Signature

_____
Printed Name

_____
Witness Phone Number

_____
Witness email