



togetherforbetter

CBE NO. 606618-23

## INTERLOCAL AGREEMENT FOR SKILLED NURSING FACILITY

This INTERLOCAL AGREEMENT hereinafter referred to as "AGREEMENT" is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between CLARK COUNTY, Nevada, hereinafter referred to as "COUNTY" and BOULDER CITY HOSPITAL, hereinafter referred to as "AGENCY" for SKILLED NURSING FACILITY.

### WITNESSETH:

WHEREAS, 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;

NOW, THEREFORE, the parties mutually agree as follows:

### ARTICLE I: SCOPE OF WORK

AGREEMENT sets forth:

AGENCY agrees to provide Skilled and/or Intermediate levels of care including nursing, physician, and related services to eligible clients referred by COUNTY on a twenty-four (24) hour basis, seven (7) days per week, 365 days per year, including holidays.

#### 1. DEFINITIONS

- A. Bureau of Health Care Quality and Compliance (HCQC) refers to a bureau within the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health. HCQC licenses, monitors, and investigates complaints against skilled nursing facilities.
- B. Level of Care refers to the intensity of medical care required for the resident/client. Level of care is adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual. COUNTY determines each resident/client's level of care from the following:
  - 1. Nursing Facility Standard
  - 2. Nursing Facility Ventilator Dependent
  - 3. Nursing Facility Behaviorally/Medically Complex
- C. Resident/Client shall mean an individual who lives in the facility, is authorized by COUNTY, and receives care consistent with that provided by the applicable level of care.
- D. Facility refers to a facility which provides one or both levels of care.
- E. "Social Services" shall mean the provision of services necessary to meet the total spectrum of any resident's needs. Examples of services include but are not limited to financial assistance, discharge planning, grievance counseling, and application assistance.

- F. Personal Needs Allowance (PNA) is a monthly monetary allowance determined and required by the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services and provided to each client for ancillary needs. For additional definition visit the website: <https://dwss.nv.gov/Medical-Manual/>. PNA is listed under A-200 – Definitions and Acronyms.

## 2. SERVICES

AGENCY agrees to provide the following skilled and/or intermediate levels of care services to authorized residents:

- A. AGENCY must maintain compliance with all HCQC regulations and requirements required for licensure and maintain HCQC licensure and provide medical care and all types of care as required by HCQC, including established timeframes.
- B. Physician and/or registered nurse attendance and supervision to include a planned and continued regimen of medical care;
- C. Medical equipment, facilities, and supplies to meet all skilled and/or intermediate care, nursing needs of residents, including isolation facilities and supplies to meet emergency needs;
- D. Dietician consultation for three (3) nutritious and appetizing meals per day;
- E. Contractual arrangements for professional services to include, but not be limited to, physical therapy, speech therapy, pharmacy, laboratory, occupational therapy, respiratory therapy and radiology;
- F. Medication, vaccines, and administration of drugs;
- G. Restorative medical service;
- H. Planned regimen of daily activities;
- I. Required number of social workers according to HCQC regulations; and
- J. Required staffing according to HCQC regulations.

## 3. LEVELS OF CARE

- A. Levels of care are adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual, Section 503.8 – Level of Care and Section 503.10 Behaviorally Complex Care.  
<http://dhcfp.nv.gov/Resources/AdminSupport/Manuals/MSM/C500/Chapter500>
- B. COUNTY will determine level of care for each COUNTY resident. Level of care is nursing facility standard, nursing facility ventilator dependent or nursing facility behaviorally/medically complex.
- C. AGENCY may request a new level of care screening at any time by contacting COUNTY and providing requested documentation. All levels of care are determined by COUNTY.

## 4. CONDITIONS OF PARTICIPATION

- A. AGENCY agrees to accept residents placed by COUNTY who are pending approval for Nevada Medicaid coverage. In the event the Medicaid application is denied, COUNTY will compensate AGENCY based on the applicable established Nursing Facility Rate associated with resident's COUNTY determined level of care.
- B. AGENCY must be licensed and approved as a skilled and/or intermediate care nursing home by the State of Nevada, Department of Health and Human Services (DHHS), Division of Public and Behavioral Health (DPBH), Bureau of Health Care Quality and Compliance (HCQC) or the equivalent licensing agency for the state in which the AGENCY facility is located.

- C. AGENCY agrees to adhere to professional standards of medical care and services, and to comply with all local, state, and federal statutes, rules and regulations related to the AGENCY'S performance in accordance with this contract, including, but not limited to, prohibitions against factoring and accepting or paying kickbacks for services provided to residents.
- D. AGENCY agrees to change residents from one level of care to another as determined by COUNTY.
- E. AGENCY agrees to admit residents following AGENCY'S established admission process Monday – Friday during business hours. AGENCY agrees to admit residents on weekends and outside regular business hours when prior arrangements have been made by COUNTY.
- F. COUNTY will withdraw any payment if AGENCY fails to provide accurate information, fails to cooperate, provides misinformation, or misses specified deadlines for the provision of information to any local, state, or federal department or agency, including but not limited to the State of Nevada, Department of Health and Human Services, Division of Welfare and Supportive Services (DWSS), State of Nevada, Department of Health and Human Services, Division of Health Care Financing and Policy (Nevada Medicaid), Bureau of Health Care Quality and Compliance, the Social Security Administration, the Veterans' Administration, and/or COUNTY.
- G. AGENCY agrees that COUNTY reserves the right for authorized personnel to review all clients' personal records (e.g. eligibility files, medical records, income statements), the condition of the resident, and AGENCY'S records at any time.
- H. AGENCY agrees that COUNTY reserves the right for authorized personnel to conduct an inspection at any time of the general condition of the AGENCY'S facility in order to ensure the health, safety and welfare of the resident.
- I. AGENCY agrees to notify COUNTY in writing within five (5) business days of the occurrence of a change in ownership and to fully disclose terms of any finalized sales contract. In case of change of ownership, AGENCY must continue to provide services listed in this Scope of Work for a period up to sixty (60) days after written notification of sales contract has been received by COUNTY.

5. AUTHORIZATION

AGENCY shall receive written payment authorization from COUNTY to provide the services, as described herein, to residents placed by COUNTY.

6. PERSONNEL

- A. The facility must have an Administrator of Facilities for Long Term Care licensed by the State of Nevada Board of Examiners, or the equivalent licensing agency for the state in which the AGENCY'S facility is located. The Administrator, or a designee, must be available by telephone 24 hours per day. AGENCY agrees to notify COUNTY in writing within five (5) business days of the occurrence of a change in administrator.
- B. Staff – Personnel must meet regulations and requirements as specified by the HCQC, or the equivalent licensing agency for the state in which the AGENCY'S facility is located.
- C. AGENCY shall render service, in accordance with HCQC requirements and license as issued by the State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health or the equivalent licensing agency for the state in which the AGENCY facility is located, and only during such period of time as AGENCY is in full compliance with HCQC requirements and all applicable Federal, State and Local laws, regulations and standards.

7. CREDENTIALS

AGENCY must possess valid applicable state professional licenses and certificates, for the State in which the AGENCY is located including, but not limited to 1) Administrator's License and 2) Certification from State of Nevada, Department of Health and Human Services, Division of Public and Behavioral Health, Bureau of Health Care Quality and Compliance or the equivalent licensing agency for the state in which the AGENCY'S facility is located.

8. COMPENSATION

A. COUNTY will pay AGENCY based on the current State of Nevada, Division of Healthcare Financing and Policy daily rate for the applicable level of care as outlined below:

1. For residents determined by COUNTY to be at the nursing facility standard level of care, compensation rates are based on costs and a percentage of the facilities assigned Medicaid ventilator daily rate plus fifty (50) percent. Daily rate shall not exceed \$500.
2. For residents determined by COUNTY to be at the nursing facility ventilator dependent level of care, compensation rates are based on costs and a percentage of the facilities assigned Medicaid ventilator daily rate plus fifty (50) percent. Daily rate shall not exceed \$800.
3. For residents determined by COUNTY to be at the behaviorally/medically complex level of care, compensation rates are based on costs and a percentage of the facilities assigned Medicaid ventilator daily rate plus fifty (50) percent. Daily rate shall not exceed \$800.

Compensation rate structure for resident(s) placed in a facility in another state, or if the in-state facility does not have an established Nursing Facility Ventilator Dependent Rate, is the average of the State of Nevada, Division of Healthcare Financing and Policy daily rate for the applicable level of care, adhering to the listed not to exceed amount. Current State of Nevada, Division of Healthcare Financing and Policy daily rate information is available at <https://dhcfp.nv.gov/Resources/Rates/NursingFacilities/>

B. COUNTY agrees to pay AGENCY for actual days a client resides in the skilled and/or immediate levels of care facility. Upon notification by the AGENCY that a client is out of the facility but plans to return, COUNTY approves a "Bed Hold" up to five (5) calendar days. The AGENCY shall inform COUNTY designated staff on the first day following the bed being vacated. Bed holds exceeding five (5) calendar days must have prior approval. Bed hold approval will not exceed a maximum of fifteen (15) calendar days.

C. AGENCY shall submit invoices to COUNTY on a monthly basis. Invoices are to be received by COUNTY by the fifth day of each month for the previous month's charges. Invoices shall include all charges per resident including any preauthorized services or supplies. CCSS shall pay invoices within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by CCSS. No penalty will be imposed on CCSS if CCSS fails to pay AGENCY within thirty (30) calendar days after receipt of a properly documented invoice. Invoices shall be submitted via email to [CCSSInvoices@ClarkCountyNV.gov](mailto:CCSSInvoices@ClarkCountyNV.gov) and must utilize the approved billing form.

D. COUNTY will pay AGENCY for specialized medical care only when such care has been preauthorized by COUNTY. Specialized medical care includes any charges which would not normally be covered by the per diem rate.

E. Charges for any services which are added to the per diem rate, shall not exceed the amount charged for the same services to Nevada Medicaid without prior approval by COUNTY. If the resident is placed in a State other than Nevada, the charges for services will be at that State's Medicaid rate or Nevada's Medicaid rate, whichever is lower.

F. Pharmacy charges for residents shall not exceed the amount charged for the same services to Nevada Medicaid residents. National Drug Codes are required and shall be clearly listed on the invoice for all drugs administered, including Nevada Medicaid approved Over-the-Counter (OTC) drugs as ordered by a physician.



1. Prescribed drugs are adopted from the current State of Nevada, Health Care Financing and Policy Division, Medicaid Services Manual, Section 1203, p2. Prescribed Drugs.  
<http://dhcftp.nv.gov/Resources/AdminSupport/Manuals/MSM/C1200/Chapter1200>.
  2. AGENCY shall invoice COUNTY after payment of pharmacy charges for residents has been satisfied with the pharmacy.
  3. Each invoice received by COUNTY must include a copy of the following:
    - i. Invoice from the pharmacy; and
    - ii. Copy of remittance from the pharmacy indicating the bill has been paid.
  4. AGENCY must submit a request for reimbursement to COUNTY within thirty (30) days of satisfying the pharmacy charges with the pharmacy.
- G. AGENCY shall utilize and deduct from the total monthly charges the resident's medical insurance resources, including, but not limited to, Medicare, private insurance, and other medical benefits provided by employers and unions before claims are submitted to COUNTY.
- H. AGENCY shall collect the established resident liability and expenditures for personal items not covered by COUNTY each month from resident.
- I. COUNTY will pay the Personal Needs Allowance (PNA) amount to the client when the client does not have sufficient income for the amount of the allowance. PNA is based on the current rate provided by the State of Nevada. COUNTY issued PNA checks must be cashed or deposited in the client's account within 30 days of issuance.
- J. AGENCY shall accept COUNTY payment, as payment in full for the services identified and authorized by COUNTY and provided to the resident. AGENCY shall not bill the resident, family member(s) or personal representative, for services identified and authorized by COUNTY. If AGENCY receive payment for nursing care and services in any amount which exceeds the authorized rate, AGENCY agrees to reimburse COUNTY up to the full amount already paid by COUNTY. Reimbursements will be taken as a credit against a future invoice, whenever possible.
- K. The per diem rate includes COUNTY'S full payment for services for the nurse, doctor, dietician, and other professional staff, medical equipment, facilities and supplies to meet all skilled and/or intermediate care, nursing needs of residents, including isolation facilities and supplies to meet emergency needs.
- L. AGENCY must submit all appropriate paperwork to COUNTY for the purposes of determining eligibility and patient liability in the timeframe designated by COUNTY.

## 9. RECORDS

AGENCY agrees to maintain the following records:

- A. AGENCY shall maintain for each client a personal record to include, but not be limited to, all information required by the HCQC or the equivalent licensing agency for the state in which the AGENCY'S facility is located, a written record of all accidents, injuries, and illnesses; and the client's annual tuberculosis and all required testing in accordance with State of Nevada specifications or the specifications of the state in which the AGENCY facility is located.
- B. Documents on each resident which reflect dates, times, and reasons for admission, leaves, transfers, and discharges. The COUNTY'S authorization for new admissions, transfers, and leaves must be obtained by AGENCY. The records shall account for any resident absences from the AGENCY. COUNTY reserves the right to inspect the records and conditions of residents at any time, and the right of access for private interviews with any resident. COUNTY further reserves the right to request/attend staffing for any COUNTY residents.

- C. Documents which indicate individual, agency, or facility responsible to act on behalf of resident in case of medical emergencies; and
  - D. Documents as are necessary to fully disclose to the resident, resident's representative and/or COUNTY, the management of resident funds and, upon demand, transfer to the resident, resident representative, and/or COUNTY the balance of resident trust funds held by the AGENCY. Upon discharge, the monies and valuables of resident shall be returned to resident or, in the event of the resident's death, to the resident's legal representative.
10. **NOTICE**
- A. AGENCY shall notify COUNTY within twenty-four (24) hours of any change in client's income, occupancy, death, illness, injury, accident, major fire, or other matters which would necessitate a prompt response by AGENCY and/or be of immediate interest to COUNTY.
  - B. AGENCY shall notify COUNTY within five (5) business days of a change in client care needs, which may require a re-screening.
  - C. If patient trust fund exceeds allowable limit, AGENCY must notify COUNTY within five (5) business days.

#### **ARTICLE II: TERM OF AGREEMENT**

The initial term of AGREEMENT shall be from date of award through June 30, 2025, with the option to renew for 4, one-year periods. During this period, AGENCY agrees to provide services as required by COUNTY within the scope of this AGREEMENT. COUNTY reserves the right to extend the AGREEMENT for up to an additional three (3) months for its convenience.

Notwithstanding the foregoing provision, either party may terminate AGREEMENT, without cause, upon giving thirty (30) days written notice to the other party. In the event the Budget Act and Fiscal Fund Out provision is invoked, AGREEMENT shall expire June 30<sup>th</sup> of the current fiscal year. Termination due to the failure of COUNTY or AGENCY to appropriate monies shall not relieve the parties' obligations under AGREEMENT incurred through June 30<sup>th</sup> of the fiscal year for which monies were appropriated for their operations.

#### **ARTICLE III: PRICE, PAYMENT, AND SUBMISSION OF INVOICE**

COUNTY agrees to pay AGENCY for the performance of services described in Article I - Scope of Work, subject to COUNTY'S fiscal limitation, for the rates cited in Article I - Scope of Work, Section 8 - Compensation and in accordance with appropriated funds issued via purchase order for the COUNTY'S fiscal year.

If COUNTY rejects an invoice as incomplete, AGENCY will be notified within thirty (30) calendar days of receipt and AGENCY will have thirty (30) days to correct the invoice and resubmit.

Invoices shall be submitted via email to [CCSSInvoices@ClarkCountyNV.gov](mailto:CCSSInvoices@ClarkCountyNV.gov).

AGENCY must notify COUNTY in writing of any changes to AGENCY'S remit payment address or other pertinent information that may affect issuance of payment and allow thirty (30) days for the change to be processed.

COUNTY is not responsible for late payments on inaccurate invoices and/or incomplete or unsatisfactory deliverables or milestones. COUNTY does not pay late fees or charges. Final payment may be withheld until all deliverables have been submitted and accepted or final services have been rendered.

**ARTICLE IV: FISCAL FUNDING OUT CLAUSE**

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under AGREEMENT between the parties shall not exceed those monies appropriated and approved by COUNTY for the then current fiscal year under the Local Government Budget Act. AGREEMENT shall terminate and COUNTY'S obligations under it shall be extinguished at the end of any of COUNTY'S fiscal years in which COUNTY'S governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under AGREEMENT. COUNTY agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to AGREEMENT. In the event this section is invoked, AGREEMENT will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve COUNTY of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

**ARTICLE V: AMENDMENT / ENTIRE AGREEMENT**

Amendment to AGREEMENT may be made only upon mutual consent in writing, by the parties hereto and executed with the same formality attending the original. Executed AGREEMENT, together with any attachments, contains the entire agreement between COUNTY and AGENCY relating to the rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of agreement not expressly set forth in AGREEMENT are of no force or effect.

**ARTICLE VI: SUBCONTRACTS**

AGREEMENT is entered into to secure the services of AGENCY. Services specified in this AGREEMENT shall not be subcontracted by AGENCY without the written consent of COUNTY.

**ARTICLE VII: ASSIGNMENTS**

Neither party may assign or delegate all or any part of AGREEMENT without the written consent of both parties and executed with the same formality as attending this original.

**ARTICLE VIII: NOTICES**

Any notice required or permitted to be given hereunder shall be in writing and shall either be delivered personally to the party to whom such notice is given, or sent to it by United States registered or certified mail, postage prepaid and return receipt requested, addressed or delivered to such party at the address or addresses designated below (or such other address or addresses as may hereafter be designated by a party) by written notice to the other party:

To COUNTY:                      Attention: Alisha Barrett  
   Department of Social Service  
   1600 Pinto Lane  
   Las Vegas, Nevada 89106  
   Email: [adultcareservices@clarkcountynv.gov](mailto:adultcareservices@clarkcountynv.gov)

To AGENCY:                      Attention: Thomas Maher  
   Boulder City Hospital  
   901 Adams Blvd.  
   Boulder City, Nevada 89005  
   Email: [tmaher@bchnv.org](mailto:tmaher@bchnv.org)

## **ARTICLE IX: POLICIES AND PROCEDURES**

AGENCY agrees to abide by all quality assurance, utilization review, peer review and consultation, standardized reporting, credentialing, and policies and procedures mutually established by COUNTY and AGENCY.

## **ARTICLE X: INSURANCE**

AGENCY agrees to maintain, at its own expense, general liability and medical malpractice insurance, through a self-funded program, on its employees and officers.

## **ARTICLE XI: WAIVER AND SEVERABILITY**

Any waiver of a breach of any provision of AGREEMENT shall not be deemed a waiver of any other breach of the same or different provision. In the event any provision of AGREEMENT is rendered invalid or unenforceable by any valid act of Congress or the Nevada State Legislature or declared null and void by any court of competent jurisdiction or is found to be in violation of State Statutes and/or regulations, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the non-compliance. The remainder of the provisions of AGREEMENT not in question shall remain in full force and effect.

## **ARTICLE XII: LAW OF VENUE**

AGREEMENT shall be governed by the laws of the State of Nevada.

## **ARTICLE XIII: SUSPENSION AND TERMINATION**

**Suspension.** COUNTY may suspend performance by AGENCY under this AGREEMENT up to 90 calendar days as COUNTY, at its sole discretion, may prescribe by providing written notice to AGENCY. AGENCY shall not perform further work under this AGREEMENT as of the effective date of suspension. AGENCY may not resume performance, unless and until, COUNTY issues written notice to resume performance.

**Termination for Convenience.** Either party has the right to terminate this AGREEMENT for convenience by giving the other party hereto thirty (30) calendar day's written notice of intent to terminate.

**Termination for Cause.** This AGREEMENT may be terminated for cause by either party in the event of substantial failure of the other party to fulfill its obligations under this AGREEMENT through no fault of the terminating party; but only after the other party is given not less than thirty (30) calendar days written notice of intent to terminate; and an opportunity for consultation with the terminating party prior to termination. Neither party shall be considered in default in the performance of its obligations hereunder, to the extent that performance of such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of AGENCY'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within AGENCY'S control. If after termination for cause it is determined that AGENCY has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.

**Process.** The rights and remedies of COUNTY and AGENCY provided in this section are in addition to any other rights and remedies provided by law or under this AGREEMENT.

1. Upon receipt by AGENCY of a suspension or termination notice, or delivery by AGENCY of a termination notice, AGENCY shall promptly discontinue all services affected (unless COUNTY'S notice directs otherwise) and deliver or otherwise make available to COUNTY, copies of all deliverables

- completed pursuant to the schedule set forth in Article I - Scope of Work.
2. In the event this AGREEMENT is terminated by AGENCY, AGENCY acknowledges that its termination may affect COUNTY'S consideration of AGENCY for future projects.
  3. In the event of termination of this AGREEMENT, AGENCY is eligible for compensation earned based on actual costs or the percentage of work completed, as fairness dictates, less all previous payments. COUNTY will pay AGENCY for work performed up to and including the date on which AGENCY discontinued or should have discontinued all services as determined by paragraph 1. No payment shall be allowed for anticipated profit on performed or unperformed services or other work. Any payment due to AGENCY may be adjusted to the extent COUNTY incurs additional costs by reason of AGENCY'S default. The final invoice for all work completed as of the date of termination, shall be received by COUNTY within sixty (60) calendar days after date of termination.
  4. Upon termination, COUNTY may take over the work and prosecute the same to completion by contract with another party or otherwise.

#### **ARTICLE XIV: HIPAA CONFIDENTIALITY REGARDING PARTICIPANTS**


AGENCY shall maintain the confidentiality of any information relating to participants, COUNTY Employees, or third parties, (added) in accordance with any applicable laws and regulations, including, but not limited to, the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Attached hereto as Exhibit A, and incorporated by reference herein, is a HIPAA Business Associate Agreement, executed by the parties in accordance with the requirements of this sub-section. PROVIDER agrees to sign the attached HIPAA Business Associate Agreement" prior to award of AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused AGREEMENT to be signed and intend to be legally bound thereby.

COUNTY OF CLARK:

BY: \_\_\_\_\_  
TICK SEGERBLOM, CHAIR  
Clark County Commissioners

BOULDER CITY HOSPITAL:

BY:   
THOMAS MAHER  
Chief Executive Officer

ATTEST:

BY: \_\_\_\_\_  
LYNN MARIE GOYA  
County Clerk

APPROVED AS TO FORM:

Steven Wolfson, District Attorney

BY: *Sarah Schaerrer*  
[Sarah Schaerrer \(Nov 12, 2024 11:39 PST\)](#)  
SARAH SCHAERRER  
Deputy District Attorney

EXHIBIT A

Business Associate Agreement



togetherforbetter

This Agreement is made effective the date of the last signature below, by and between **Clark County, Nevada** (hereinafter referred to as "Covered Entity"), with its principal place of business at 500 S. Grand Central Parkway, Las Vegas, Nevada, 89155, and Boulder City Hospital, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as "the Administrative Simplification provisions," direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "Business Associate" of Covered Entity as defined in the HIPAA Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties' continuing obligations under the Underlying Agreement, compliance with the HIPAA Rules, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. "Protected Health Information" includes without limitation "Electronic Protected Health Information" as defined below.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

## II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

## III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses, and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

## IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:



(i) To implement appropriate safeguards and internal controls designed to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement, the Underlying Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules designed to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316, as applicable.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident; provided, however, that the Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence and attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required "Unsuccessful Security Incidents" shall include, but not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any other combination of the above, so long as no such incident results in unauthorized access to, or use and disclosure of PHI.

(b) When a known and confirmed impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

(i) To notify the Covered Entity HIPAA Program Management Office within 15 days of discovery of the Breach, and

(ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and

(iii) To reasonably cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services,

(iv) To pay all reasonable actual costs associated with the notification of affected individuals and reasonable actual costs associated with mitigating potential harmful effects to affected individuals.

#### V. RIGHT TO AUDIT

(a) Business Associate agrees:

(i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provide by Covered Entity, 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. This access may be provided by Business Associate electronically if possible. If an audit does occur, the Covered Entity will include a follow up audit in approximately six months to a year after the original review. The follow up audit would only include a review of items identified in the original audit.

(ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to

safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

#### VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

(i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.

(ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

#### VII. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information 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, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

#### VIII. MISCELLANEOUS

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. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

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. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each

other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

By: Alisha Barnett  
DEPARTMENT HEAD

Title: Deputy Director

Date: 10/31/24

BUSINESS ASSOCIATE:

By: [Signature]

Title: CEO

Date: 8.8.2024