SECTION G
Confidentiality Addendum

BETWEEN

Clark County
Hereinafter referred to
as "COUNTY" and

WestCare, Nevada, Inc.
hereinafter referred to as "PROVIDER"

This CONFIDENTIALITY ADDENDUM (the Addendum) is hereby entered into between COUNTY and PROVIDER.

WHEREAS, PROVIDER may have access, view or be provided information, in conjunction with goods or services provided by PROVIDER to COUNTY that is confidential and must be treated and protected as such.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

I. DEFINITIONS

The following terms shall have the meaning ascribed to them in this Section. Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear.

1. Agreement shall refer to this document and that particular inter-local or other agreement to which this addendum is made a part.

2. Confidential Information shall mean any individually identifiable information, health information or other information in any form or media.

3. PROVIDER shall mean the name of the organization described above.

4. Required by Law shall mean a mandate contained in law that compels a use or disclosure of information.

II. TERM

The term of this Addendum shall commence as of the effective date of the primary inter-local or other agreement and shall expire when all information provided by COUNTY or created by PROVIDER from that confidential information is destroyed or returned, if feasible, to Division pursuant to Clause VI (4).

III. LIMITS ON USE AND DISCLOSURE ESTABLISHED BY TERMS OF CONTRACT OR LAW

PROVIDER hereby agrees it shall not use or disclose the confidential information provided, viewed or made available by COUNTY for any purpose other than as permitted by Agreement or required by law.

IV. PERMITTED USES AND DISCLOSURES OF INFORMATION BY PROVIDER

PROVIDER shall be permitted to use and/or disclose information accessed, viewed or provided from COUNTY for the purpose(s) required in fulfilling its responsibilities under the primary inter-local or
V. USE OR DISCLOSURE OF INFORMATION

PROVIDER may use information as stipulated in the primary inter-local or other agreement if necessary for the proper management and administration of PROVIDER; to carry out legal responsibilities of PROVIDER; and to provide data aggregation services relating to the health care operations of COUNTY. PROVIDER may disclose information if:

1. The disclosure is required by law; or
2. The disclosure is allowed by the inter-local or other agreement to which this Addendum is made a part; or
3. The PROVIDER has obtained written approval from the COUNTY

VI. OBLIGATIONS OF PROVIDER

1. **Agents and Sub-Subgrantees.** PROVIDER shall ensure by subcontract that any agents or sub-Subgrantees to whom it provides or makes available information, will be bound by the same restrictions and conditions on the access, view or use of confidential information that apply to PROVIDER and are contained in Agreement.

2. **Appropriate Safeguards.** PROVIDER will use appropriate safeguards to prevent use or disclosure of confidential information other than as provided for by Agreement.

3. **Reporting Improper Use or Disclosure.** PROVIDER will immediately report in writing to COUNTY any use or disclosure of confidential information not provided for by Agreement of which it becomes aware.

4. **Return or Destruction of Confidential Information.** Upon termination of Agreement, PROVIDER will return or destroy all confidential information created or received by PROVIDER on behalf of COUNTY. If returning or destroying confidential information at termination of Agreement is not feasible, PROVIDER will extend the protections of Agreement to that confidential information as long as the return or destruction is infeasible. All confidential information of which the PROVIDER maintains will not be used or disclosed.

IN WITNESS WHEREOF, PROVIDER and the COUNTY have agreed to the terms of the above written Addendum as of the effective date of the contract or other agreement to which this Addendum is made a part.

PROVIDER/ORGANIZATION

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Print Name

Title

COUNTY

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Tim Burch

Print Name

Director of Social Service

Title