



**TO:** SOUTHERN NEVADA COMMUNITY HEALTH CENTER    **DATE:** April 23, 2020

**RE:** *Approval of Professional Services Agreement between Southern Nevada Community Health Center and Vector Media Holding Corporation.*

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**PETITION #03-20**

**That the Southern Nevada Community Health Center Board** *approve the Professional Services Agreement C2000124 between the Southern Nevada Health District and Vector Media Holding Corporation for advertising services to promote awareness of the Southern Nevada Community Health Center.*

**PETITIONERS:**

**Fermin Leguen, MD, MPH, Acting Chief Health Officer**  
**Alfred McGugin, MPA, FQHC Operations Officer**  
**Jennifer, Sizemore, Public Information Manager**

Handwritten signature in blue ink, with the initials "FL" written above it.

**DISCUSSION:**

The Southern Nevada Community Health Center is a recently formed division with the Health District and is a licensed Federally Qualified Health Center committed to providing access to health care for medically underserved, uninsured, and underinsured individuals. The Health District is looking to promote awareness of the Health Center through local targeted bus advertising services.

**FUNDING:**

The cost of the contract is \$64,500. Funding will be from the general fund.



**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
SOUTHERN NEVADA HEALTH DISTRICT  
AND  
VECTOR MEDIA HOLDING CORPORATION  
C2000124**

This Professional Services Agreement (“Agreement”) is made and entered into between the Southern Nevada Health District (“Health District”) and Vector Media Holding Corporation (“Contractor”) (individually “Party”, and collectively “Parties”).

**RECITALS**

WHEREAS, Health District is the public health entity organized pursuant to Nevada Revised Statutes, Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada; and

WHEREAS, the Southern Nevada Community Health Center (“Health Center”) is a recently formed division within the Health District, and is a licensed Federally Qualified Health Center committed to providing access to health care for medically underserved, uninsured, and underinsured individuals (the “Target Population”); and

WHEREAS, Health District seeks local targeted advertising services (“Services”) to promote awareness of the Health Center, focused in zip codes identified as having the highest concentrations of Health Center’s Target Population; and

WHEREAS, Contractor is a marketing agency specializing in large format visual communications, and offers the expertise, qualifications and resources necessary to assist the Health District with the Services; and

WHEREAS, Contractor is willing to provide the Services to Health District in accordance with the terms hereinafter provided.

NOW THEREFORE, the Parties mutually agree as follows:

- 1) **TERM, TERMINATION, AND AMENDMENT.** This Agreement shall be effective from April 6, 2020 through October 4, 2020 unless sooner terminated by either Party as set forth in this Agreement.
  - 1.01 This Agreement may be terminated by either Party prior to the date set forth in paragraph 1, provided that a termination shall not be effective until thirty (30) days after a Party has served written notice upon the other Party.
  - 1.02 This Agreement may be terminated by mutual consent of both Parties or unilaterally by either Party with or without cause.
  - 1.03 Upon termination, Contractor will be entitled to payment for services provided prior to date of termination and for which Contractor has submitted an invoice but has

not been paid.

1.04 This Agreement is subject to the availability of funding and shall be terminated immediately if, for any reason, State and/or Federal funding ability, or grant funding budgeted to satisfy this Agreement is withdrawn, limited, or impaired.

1.05 This Agreement may only be amended, modified or supplemented by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.

- 2) **INCORPORATED DOCUMENTS.** The Services to be performed and the consideration therefore are specifically described in the below referenced document, which is attached hereto and expressly incorporated by reference herein:

**ATTACHMENT A: SCOPE OF WORK AND PAYMENT**

- 3) **COMPENSATION.** Contractor shall complete the Services in a professional and timely manner consistent with the Scope of Work outlined in Attachment A. Contractor will be reimbursed for expenses incurred as provided in Attachment A, Scope of Work and Payment. The total not-to-exceed amount is \$64,500. The not-to-exceed amount is composed of \$13,500 from Health District's Office of Communications budgeted advertising funds (21% of the total not-to-exceed), and of \$51,000 from Health Center's budgeted advertising funds (79% of the total not-to-exceed).
- 4) **LICENSE.** Subject to, and in consideration of the terms and conditions of this Agreement, Health District grants to Contractor a limited non-exclusive, non-transferable, terminable, royalty-free license to use and reproduce the Health District's trademarks set forth in any advertising copy or other asset delivered by Health District containing any symbol, trademark or trade dress owned by or licensed by Health District (collectively, the "Licensed Marks") or the trademarks of a third party, for which Health District holds a license. Contractor's use of the Licensed Marks hereunder shall be consistent with the instructions of Health District. Contractor shall not use the Licensed Marks in any way different from that presented and expressly authorized by Health District.
- 5) **STATUS OF PARTIES; INDEPENDENT CONTRACTOR.** The Services Contractor provides under this Agreement will be as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, the relationship of principal and agent, or employer and employee between Contractor and Health District. Nothing in this Agreement or the relationship between Health District and Contractor shall create a co-employment or joint employer relationship.
- 6) **BOOKS AND RECORDS.** Each Party shall keep and maintain under generally accepted accounting principles full, true and complete books, records, and documents as are necessary to fully disclose to the other Party, properly empowered government entities, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with the terms of this Agreement and any applicable statutes and regulations. All such books, records and documents shall be retained by each Party in accordance with its respective Records Retention Schedule, or for a minimum of five (5) years, whichever is longer, from the date of termination of this Agreement. This retention time shall be extended when an audit is scheduled or in progress for a period of time

reasonably necessary to complete said audit and/or to complete any administrative and judicial litigation which may ensue.

- 7) **NOTICES.** All notices permitted or required under this Agreement shall be made by personal delivery, overnight courier, or registered or certified mail, return receipt requested to the other Party at its address as set out below:

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

Vector Media Advertising Group  
Lisa Chatham  
Senior Account Executive  
6380 S. Valley View, Ste. 106  
Las Vegas, NV 89118

- 8) **CONFIDENTIALITY.** No protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended, or personally identifiable information will be shared with Contractor during the course of this Agreement. Accordingly, no Business Associate Agreement is required.

- 9) **MUTUAL COOPERATION.** The Parties agree to cooperate fully in the furtherance of this Agreement, and provide assistance to one another in the investigation and resolution of any complaints, claims, actions or proceedings that may arise out of the provision of Services hereunder.

9.01 The Parties shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate, or convenient to achieve the purposes of this Agreement.

- 10) **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.

- 11) **STATEMENT OF ELIGIBILITY.** Contractor acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither Contractor 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).

- 12) **GENERAL PROVISIONS.**

12.01 **SEVERABILITY.** If any provision contained in this Agreement is held to be unenforceable by a court of law or equity, this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Agreement unenforceable.

12.02 **COMPLIANCE WITH LAWS.** Contractor shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations,

appropriations restrictions, and orders that may affect in any manner the provision and performance of the services or those engaged to perform Contractor Services under this Agreement, including but not limited to compliance with 45 CFR Part 75.

- 12.03 **ASSIGNMENT**. Contractor shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health District's prior written consent.
- 12.04 **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.
- 12.05 **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.
- 12.06 **EXCLUSIVITY**. This Agreement is non-exclusive and both Parties remain free to enter into similar agreements with third parties. Contractor may, during the term of this Agreement or any extension thereof, 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.
- 12.07 **GOVERNING LAW**. This Agreement and the rights and obligations of the Parties hereto shall be governed by and construed according to the laws of the State of Nevada, without regard to any conflicts of laws principles, with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.
- 12.08 **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. In such an event the intervening cause must not be through the fault of the Party asserting such an excuse, and the excused Party is obligated to promptly perform in accordance with the terms of the Agreement after the intervening cause ceases.
- 12.09 **LIMITED LIABILITY**. The 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.
- 12.10 **INDEMNIFICATION**. The Parties do not waive any right or defense to indemnification that may exist in law or equity.
- 12.11 **PUBLIC RECORDS**. The Health District is a public entity subject to Nevada's public records act pursuant to NRS Chapter 239. Accordingly, information or documents, including this Agreement and any other documents generated incidental thereto may be opened to public inspection and copying unless a particular record is made

confidential by law or a common law balancing of interests.

12.12 NO PRIVATE RIGHT CREATED. The Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed to create such status. The rights, duties, and obligations contained in the Agreement shall operate only between the Parties to this Agreement, and shall inure solely to the benefit of the Parties determining and performing their obligations under this Agreement.

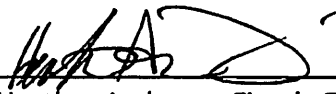
12.13 COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one instrument. Facsimile or electronic transmissions of documents and signatures shall have the same force and effect as originals.

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

SOUTHERN NEVADA HEALTH DISTRICT

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH  
Acting Chief Health Officer of  
Southern Nevada Health District and  
Executive Director of  
Southern Nevada Community Health Center,  
a division within the  
Southern Nevada Health District  
Health District DUNS: 137055492

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

Date: \_\_\_\_\_

VECTOR MEDIA ADVERTISING GROUP

By: \_\_\_\_\_  
Chad Silver  
Chief Operating Officer  
Contractor DUNS: 075421672

Date: \_\_\_\_\_

**ATTACHMENT A  
SCOPE OF WORK AND PAYMENT**

A. Performance and Budget Period: April 20, 2020 through October 4, 2020:

A.1 Total Not-to-Exceed Amount: \$64,500

B. Contractor will produce advertising copy as detailed below from artwork delivered by Southern Nevada Health District on or about April 6, 2020.

Market	Media Format	Quantity	Price Each	Extension
Las Vegas, NV	Transit Buses-King	25	\$150	\$3,750
Las Vegas, NV	Transit Buses-Interior Cards	150	\$10	\$1,500
Las Vegas, NV	Transit Shelter Panels-General Market	30	\$100	\$3,000
Las Vegas, NV	Transit Buses-Interior Cards	150	\$10	\$1,500
Las Vegas, NV	Transit Buses-King	15	\$150	\$2,250
Las Vegas, NV	Transit Shelter Panels-General Market	30	\$100	\$3,000
Total Production Costs Not-to-Exceed:				\$15,000

B.1 Health District must submit all artwork for approval by Contractor prior to production. Contractor will not accept nudity or profanity.

B.2 Following receipt of final proof from Contractor, Health District will be permitted one revision to the artwork. Any additional requested changes to the artwork will come at a cost to Health District in the amount of \$500 per revised proof.

B.3 Contractor will provide final proof to Health District for approval no later than April 15, 2020.

C. Contractor will display advertising copy produced and approved by Health District as detailed below:

Description	Display Start	Display End	Quantity	Price Each	Extension
25 Transit Buses-King	4/20/2020	10/4/2020	24	\$3,750	\$22,500
150 Transit Buses-Interior Cards	4/20/2020	10/4/2020	24	\$1,500	\$9,000
30 Transit Shelters-Panel-General Market	4/20/2020	10/4/2020	24	\$3,000	\$18,000
150 Transit Buses-Interior Cards	4/20/2020	10/4/2020	24	\$0	\$0

Description	Display Start	Display End	Quantity	Price Each	Extension
15 Transit Buses-King	4/20/2020	10/4/2020	24	\$0	\$0
30 Transit Shelters-General Market	4/20/2020	10/4/2020	24	\$0	\$0
Total Display Costs Not-to-Exceed:					\$49,500

- C.1 Health District acknowledges that transit vehicles may go out of service for maintenance at any time.
- C.2 Contractor will provide date-stamped photos to Health District of each approved display advertisement in situ within five (5) business days of display advertisement placement.
- D. Payment shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed the allowable compensation stated in numbered Section 3 of this Agreement, and no payments shall be made in excess of the maximum allowable total for this Agreement.
  - D.1 Contractor will not bill more frequently than monthly for the term of the Agreement. Invoices will itemize specific costs incurred for each allowable item as agreed upon by the Parties identified in the project Budget Period as shown above.
    - (a) Backup documentation including but not limited to invoices, receipts, monthly reports, proof of payments or any other documentation requested by Health District, is required, and shall be maintained by the Contractor in accordance with cost principles applicable to this Agreement.
    - (b) Contractor invoices shall be signed by the Contractor's official representative, and shall include a statement certifying that the invoice is a true and accurate billing.
  - D.2 Health District shall not be liable for interest charges on late payments.
  - D.3 In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Payment for undisputed items will not be held with disputed items.