



TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER **DATE:** June 25, 2020

RE: *Approval of Amendment to Professional Service Agreement with Dr. Alireza Farabi, MD, PC.*

PETITION #05-20

That the Southern Nevada Community Health Center Board *approve an amendment to agreement with Dr. Alireza Farabi to add employee*

PETITIONERS:

Lourdes Yapjoco, MSN, RN, SNCHC Manager *LY*
Alfred McGugin, MPA, FQHC Operations Officer *AM*
Fermin Leguen, MD, MPH, Acting Chief Health Officer *FL*

DISCUSSION:

The amendment is for Dr. Alireza Farabi, MD, PC (Contractor) to utilize its own employee to provide medical transcriptionist services in support of his professional services provided at the Southern Nevada Community Health Center (SNCHC). Contractor will ensure compliance with all applicable provisions to the Agreement as they relate to the contractor's employee.

FUNDING:

Funding will be at the Contractor's sole expense.



SOUTHERN NEVADA
Community
HEALTH CENTER

**AMENDMENT A01 TO
PROFESSIONAL SERVICE AGREEMENT
BETWEEN
SOUTHERN NEVADA COMMUNITY HEALTH CENTER,
AN OPERATING DIVISION OF
SOUTHERN NEVADA HEALTH DISTRICT
AND
ALIREZA FARABI, MD, PC
F2010007**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO PROFESSIONAL SERVICE AGREEMENT F2010007 ("Agreement"), Effective Date March 1, 2020, by and between the Southern Nevada Community Health Center ("Health Center"), which is an operating division of the Southern Nevada Health District, and Alireza Farabi, MD, PC ("Contractor") (individually "Party" and collectively "Parties").

WHEREAS, in support of the Services provided by the Contractor, and at Contractor's sole expense, the Parties desire to amend the Agreement to allow Contractor access to its preferred transcription services.

NOW, THEREFORE, pursuant to Section 26 of the Agreement, the Parties agree to amend the Agreement as follows:

- 1) Subsection 1.03 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 1.03 This Agreement will immediately terminate if: (a) Contractor's right to participate in Medicare, Medicaid, or any other federal or state health program is terminated for any reason or is relinquished voluntarily; (b) Contractor's insurance is canceled or non-renewed; or (c) Alireza Farabi, MD's license to practice is revoked or suspended; or (d) Alireza Farabi, MD's death or disability.
- 2) Subsection 6.01 of the Agreement is hereby deleted in its entirety and replaced with the following:
 - 6.01 It is expressly understood and agreed that, in the performance of Services under this Agreement, Contractor and Health Center 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 Center. 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, co-employment or joint employer relationship, or other affiliation or like relationship between the Parties. In no event shall either Party be liable for debts or obligations of any other except as otherwise specifically provided in this Agreement.

- 3) Subsection 7.01 of the Agreement is hereby deleted in its entirety and replaced with the following:

7.01 Contractor shall, at all times during the course of this Agreement:

- a) Maintain professional liability coverage in accordance with Section 15;
- b) Be and remain a participating provider in the Medicare and Medicaid programs (Titles XVIII and XIX of the Social Security Act, respectively), and with all third-party payors with which the Health Center is now or hereafter becomes affiliated;
- c) Ensure Alireza Farabi, MD, possesses a valid and unlimited license to practice medicine pursuant to the laws of the State of Nevada;
- d) Ensure Alireza Farabi, MD possesses a valid federal narcotics number;
- e) Maintain the required skill, experience, and qualifications to perform the Services and shall perform the Services in a professional and workmanlike manner in accordance with the requisite standard of care for the same or similar services; and
- f) Perform the Services in compliance with all applicable federal, state, and local laws and regulations;
- g) Acknowledge to the best of its 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 any federal programs, including federal health care programs and 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). Contractor will notify the Health Center's FQHC Operations Officer immediately upon Contractor receiving written or verbal notification that Contractor or any its employees are proposed for exclusion from any governmental health care programs, or federal procurement or non-procurement programs;
- h) Document all Services to patients in the medical record in accordance with Health Center's policies and applicable law. All such medical records shall be and remain the property of the Health Center; provided, however, that Contractor shall have access to such records as necessary for quality or compliance review;
- i) As requested, provide evidence to Health Center that any Contractor employee providing or supporting Services at the Health Center i) is current on Hepatitis B vaccination and TB testing; and ii) is in compliance with OSHA requirements for prevention of transmission of bloodborne pathogens; and iii) has completed the Centers for Disease Control and Prevention's TB 101 for Health Care Workers online training, located at:

<https://www.cdc.webourses/tb101/default.htm>

- j) Ensure any Contractor employee providing or supporting Services at the Health Center is fit-tested for use of a fitted respirator. Contractor is to ensure all employees assigned to the Health Center keep an appropriately fitted respirator available and readily accessible while providing or supporting Services.
- k) With Health Center's prior written approval, and at Contractor's sole expense, Contractor may elect to utilize the services of a medical transcriptionist to support Services provided by Contractor. Contractor will ensure i) medical transcriptionist is current on any training and/or certifications required for such support services; and ii) medical transcriptionist provides support services with ordinary and reasonable care usually exercised by one in that profession under similar circumstances and conditions; and iii) medical transcriptionist complies with all applicable provisions of the Agreement.
- 4) Section 15.01 of the Agreement is hereby deleted in its entirety and replaced with the following:
- 15.01 A completed form similar to Attachment C, Workers' Compensation Coverage Statement for Independent Contractor, with applicable documents attached to it must be provided to Health Center's Contract Administrator within fifteen (15) 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 through the term of this Agreement. Prior to Contractor's assignment to Health Center of any employee in addition to Alireza Farabi, MD, Contractor must provide evidence of appropriate Professional Liability and Workers' Compensation coverage to Health District.

This Amendment A01 will become effective from the date of the last signature affixed hereto.

Except as expressly provided in this Amendment A01, all the terms and provisions of the Agreement are and will remain in full force and effect and are hereby ratified and confirmed by the Parties.

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement F2010007.

[SIGNATURE PAGE TO FOLLOW]

**SOUTHERN NEVADA COMMUNITY HEALTH CENTER,
AN OPERATING DIVISION OF THE SOUTHERN NEVADA HEALTH DISTRICT**

By: _____
Fermin Leguen, MD, MPH
Executive Director

Date: _____

APPROVED AS TO FORM:

By: _____
Heather Anderson-Fintak, Esq.
Associate General Counsel
Southern Nevada Community Health Center,
An Operating Division of
Southern Nevada Health District

ALIREZA FARABI MD, P.C.

By: _____
Alireza Farabi, MD

Date: _____

For Information Only