

MINUTES

SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD MEETING

February 21, 2023 – 2:30 p.m.

Meeting was conducted In-person and via WebEx Event

Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107
Red Rock Trail Rooms A and B

- MEMBERS PRESENT:** Jose L. Melendrez –Chair, Consumer Member (*In-person*)
Brian Knudsen – Consumer Member (*via Webex*)
Scott Black – Community Member, City of North Las Vegas (*via Webex*)
Erin Breen – Community Member, UNLV Vulnerable Road Users Project (*via Webex*)
Donna Feliz-Barrows – Consumer Member (*In-person*)
Father Rafael Pereira – Community Member, All Saints Episcopal Church (*In-person*)
Luz Castro – Consumer Member (*In-person*)
Timothy Burch – Second Vice-Chair, Community Member, Clark County (*via Webex*)
- ABSENT:** April Allen-Carter – Consumer Member
Gary Costa – Community Member, Golden Rainbow
Lucille Scott – Consumer Member
- ALSO PRESENT:**
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- EXECUTIVE DIRECTOR:** Fermin Leguen, MD, MPH, District Health Officer
- STAFF:** Tawana Bellamy, Andria Cordovez Mulet, Cassius Lockett, Cortland Lohff, Randy Smith, Donnie (DJ) Whitaker, Merylyn Yegon, Maria Priess, David Kahananui, Cassondra Major, Justin Tully, Greg Tordjman, Jonna Arqueros, Bernadette Meily, Edward Wynder, Leo Vega, Fidel Cortes Serna

I. CALL TO ORDER and ROLL CALL

The Chair called the Southern Nevada Community Health Center (SNCHC) Governing Board Meeting to order at 2:32 p.m. Tawana Bellamy, Administrative Secretary, administered the roll call and confirmed a quorum.

II. PLEDGE OF ALLEGIANCE

III. OATH OF OFFICE

- **Officer** – Donna Feliz-Barrows (First Vice-Chair)

The Oath of Office was administered to member Donna Feliz-Barrows by Tawana Bellamy, Administrative Secretary.

- IV. FIRST PUBLIC COMMENT:** A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to five (5) minutes per speaker. Please clearly state your name and address and spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the First Public Comment portion.

V. ADOPTION OF THE FEBRUARY 21, 2023 MEETING AGENDA *(for possible action)*

A motion was made by Member Feliz-Barrows, seconded by Member Father Rafael, and carried unanimously to approve the February 21, 2023 Agenda, as presented.

VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada Community Health Center Governing Board which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.

- 1. Approve Minutes – Southern Nevada Community Health Center Governing Board Meeting:** January 17, 2023 *(for possible action)*
- 2. Approval of Nondirective Counseling and Referral Policy;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
- 3. PETITION #02-23: Approval of Agreement with Dr. Alireza Farabi to Provide Professional Services in the Southern Nevada Community Health Center Clinics;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

A motion was made by Member Feliz-Barrows, seconded by Member Castro, and carried unanimously to approve the Consent Agenda, as presented

VII. REPORT / DISCUSSION / ACTION

- 1. Review, Discuss and Approve the First Augmentation to the Southern Nevada Community Health Center FY2023 Budget;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

Donnie (DJ) Whitaker, Chief Financial Officer provided an overview of the Augmentation to the Southern Nevada Community Health Center FY2023 Budget, with the following highlights:

- Budget augmentation is a procedure for increasing appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations.
- Budget augmentation is required per Nevada Revised Statute (NRS) 354.626.
- The largest portion of the augmentation is in Pharmacy. Revenue has been ahead of what was budgeted.
- Total FY2023 Adopted Budget Revenue was \$23.1M, and the FY2023 Augmented Budget increased to \$24.5M
- The General Fund Total charges for services revenue was augmented at \$15.4 M an increase of \$1.4M or 9.9% compared to adopted budget of \$14M.
- Pharmacy Revenue (Insurance account) net total was \$14.9M, an increase of \$1.4M due to higher demand in prescription.
- The Special Revenue Fund, Federal & Pass Thru revenue, stayed flat at \$7.7M.
- FQHC expenditures total augmented budget was \$29.7M compared to adopted budget of \$28M.
- General Fund Pharmacy Medical supplies was \$10.8M, an increase of \$1.5M.
- Total salaries and benefits for General & Grants funds decreased slightly at \$6.3M compared to \$6.4M adopted budget.

Ms. Whitaker advised that FQHC was formerly under Primary & Preventive Care. At the beginning of the FY2023 budget year, there were zero full-time employees (FTEs) budgeted. FQHC total augmented FTEs as of November/December 2022.

Member Father Rafael thanked Ms. Whitaker and commented the report was detailed and well explained.

A motion was made by Member Father Rafael, seconded by Member Feliz-Barrows, and carried unanimously to approve the First Augmentation to the Southern Nevada Community Health Center FY2023 Budget, as presented.

Member Tim Burch joined at 2:38 p.m.

2. Review and Approve the November 2022 and December 2022 YTD Financial Reports; direct staff accordingly or take other action as deemed necessary *(for possible action)*

Ms. Whitaker provided an overview of the November 2022 YTD Financial with the following highlights:

- Ms. Whitaker advised that the November and December financials do not reflect the augmented budget because the augmented budget was adopted in January 2023. The reports reflect the original adopted budget.
- FQHC Total Revenue – November Budget was \$9.0M and November Actual was \$9.8M, variance of \$812K.
- Salaries & Benefits – November Budget was \$3.8M and November Actual was \$2.9M, variance \$936K.
- Net Position – November Budget was negative \$2.0M, November Actual was negative \$1.1M, variance \$881K.

Ms. Whitaker further reviewed the revenue and expenses by department for November 2022.

Member Father Rafael commented that Ms. Whitaker did a great job and provided the information that was requested from the prior meeting. It was very detailed.

Ms. Whitaker provided an overview of the December 2022 YTD Financials with the following highlights:

- FQHC Total Revenue – December Budget was \$10.8M, December Actual was \$11.8M, variance \$992K.
- Total Salaries & Benefits – December Budget was \$4.6M, December Actual was \$3.8M, variance negative \$793K.
- Net Position – December Budget was negative \$2.4M, December Actual was negative \$1.2M, variance \$1.1M.
- The FQHC Division includes Administration and Pharmacy - Administration does not generate Revenue and Pharmacy, by itself is 73% of Total Revenue for the Division

Member Father Rafael inquired about Behavioral Health being included in the Budget to Actual as of December 31, 2022 but did see it on the report. Ms. Whitaker advised that Behavioral Health does not have any activity. Randy Smith, FQHC Operations Officer commented that Behavioral Health was budgeted under the Ryan White last year. Member Father Rafael inquired if Behavioral Health is under Ryan White. Mr. Smith commented yes.

A motion was made by Member Father Rafael, seconded by Member Feliz-Barrows, and carried unanimously to approve November 2022 and December 2022 YTD Financial Reports, as presented.

3. Receive, Discuss and Approve Committee Assignments; direct staff accordingly or take other action as deemed necessary *(for possible action)*

Mr. Smith presented the results of the Committee Participation Interest Form to the Board. The Board reviewed the structure of the standing committees and the summary of the interest form. Mr. Smith advised that members are needed in the Quality, Credentialing and Risk Management committee and shared he would like to see at least three members in each committee to ensure there is good participation. Mr. Smith further advised that the Finance & Audit Committee meets

monthly and want to get a meeting established in March as well as the Quality, Credentialing & Risk Management meets quarterly and would like to establish a meeting in March.

Chair Melendrez inquired other board members about participation on committees needing members. At the meeting, Member Black, Chair Melendrez and Member Breen volunteered to be on the Quality, Credentialing & Risk Management Committee and Member Breen volunteered to on the Nominations Committee.

Ms. Heather Anderson-Fintak, General Counsel reminded the board that part of the requirements of being on the board, member must serve on at least one committee.

Member Burch advised that he is leaving Clark County and will have to resign his position on the board as of March 3, 2023.

A motion was made by Member Feliz-Barrows, seconded by Member Castro, and carried unanimously to approve the composition of the SNCHC Governing Board Committees as follows:

<p><u>Executive Committee</u> Donna Feliz-Barrows Brian Knudsen Jose Melendrez</p>	<p><u>Executive Director Annual Review Committee</u> Luz Castro Donna Feliz-Barrows Jose Melendrez Lucille Scott</p>	<p><u>Finance and Audit Committee</u> Donna Feliz-Barrows Father Rafael Pereira</p>
<p><u>Quality, Credentialing & Risk Management Committee</u> Scott Black Erin Breen Jose Melendrez</p>	<p><u>Nominations Committee</u> Luz Castro Donna Feliz-Barrows Erin Breen</p>	<p><u>Strategic Planning Committee</u> Scott Black Luz Castro Father Rafael Pereira Jose Melendrez</p>

4. Highlights from the 2022 November and December Operational Reports; direct staff accordingly or take other action as deemed necessary (*for possible action*)

Mr. Smith presented the following highlights from the January 2023 Operational Report:

Unduplicated Patients

- 1,008 unduplicated patients seen in January
- 1,188 medical and behavioral health visits provided

Uniform Data System (UDS) Report

- Annual HRSA UDS Report was submitted to HRSA

2023 Performance Improvement Focus Areas

- The Health Center choose to focus efforts on Clinical Quality Improvements on five performance measures that are exclusive to FQHC requirement.
 - Controlling High Blood Pressure
 - Poor Controlled Hemoglobin A1c (HbA1c)
 - HIV Screening
 - HIV Linkage to Care
 - Tobacco Use Screening and Cessation Intervention
- Report updates to the Board throughout the year.

Program Updates

- Ryan White program successfully passed its annual administrative, programmatic, and fiscal audit.
- Title X – Family Planning audit scheduled for September

- HRSA Grant Project Period ends 1/31/2024.
- Decatur Location – HRSA grant dedicated to developing the Behavioral Health program and space build out. The program will need a leadership position to support the Licensed Clinical Social Workers and Psychiatric APRN.
- Fremont Location:
 - Pharmacy build out is close to completion - preparing for Board of Pharmacy site visit.
 - Dental clinic – Met with Henry Schein in January 2023 to develop a dental operatory. They are working on designs based on the space available. Designs should be available in the next few weeks to determine what can be done with the space.

Staffing

- New Family Medicine Physician starts in March 2023
- Recruitment underway for two (2) full-time APRNs
- FY 24 budgeting and revenue analysis – team working to create a template that would help determine the revenue model.
- Care Team composition - Move away from traditional doctor working with a medical assistant to a team of staff and providers.

Work Standardization

- Health Center currently going through a Work Standardization Project.
- Workflows were not documented – hard to have them standardized.
- Currently creating a manual on how to provide services

No action required.

- VIII. BOARD REPORTS:** The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. ***(Information Only)***

Member Father Rafael commented on the plan to remodel and investment towards behavioral/mental health and that is good to keep track of planning, i.e., budget and how much will be allocated. It is one of the biggest services that will keep growing.

IX. EXECUTIVE DIRECTOR & STAFF REPORTS (Information Only)

1. Executive Director Comments

Dr. Leguen advised that in February/March 2023, he will meet a representative of Catholic Charities to look at the work the Health Center is doing with the Refugee community and that he is planning a meeting with Roseman University to look at possible collaborations with the medical students and residents at the Health Center. Dr. Leguen further advised that partnership is something that the Health Center has been exploring with other community partners like UNLV, the Medical School and other groups. This is part of our intention to enhance our community collaboration in Clark County.

There were no further comments.

X. INFORMATIONAL ITEMS

1. Community Health Center (FQHC) January 2023 Operations Reports

- XI. SECOND PUBLIC COMMENT:** A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to five (5) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the Second Public Comment portion.

XIII. ADJOURNMENT

The Chair adjourned the meeting at 3:22 p.m.

Fermin Leguen, MD, MPH
District Health Officer/Executive Secretary/CHC Executive Director

/tab

AGENDA

SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD MEETING

February 21, 2023 – 2:30 p.m.

Meeting will be conducted In-person and via Webex Event
Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107
Red Rock Trail Rooms A and B

NOTICE

WebEx Event address for attendees:

<https://snhd.webex.com/snhd/onstage/g.php?MTID=e0e15bd486036ea71333c8109d5801f4f>

To call into the meeting, dial (415) 655-0001 and enter Access Code: [2558 420 7200](https://snhd.webex.com/snhd/onstage/g.php?MTID=e0e15bd486036ea71333c8109d5801f4f)

For other governmental agencies using video conferencing capability, the Video Address is:
25584207200@snhd.webex.com

NOTE:

- Agenda items may be taken out of order at the discretion of the Chair.
- The Board may combine two or more agenda items for consideration.
- The Board may remove an item from the agenda or delay discussion relating to an item on the agenda at any time.

I. CALL TO ORDER & ROLL CALL

II. PLEDGE OF ALLEGIANCE

III. OATH OF OFFICE

- **Member** – Gary Costa
- **Officer** – Donna Feliz-Barrow (First Vice-Chair)

IV. FIRST PUBLIC COMMENT: A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to five (5) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chairman or the Board by majority vote.

There will be two public comment periods. To submit public comment on either public comment period on individual agenda items or for general public comments:

- **By Webex:** Use the link above. You will be able to provide real-time chat-room messaging, which can be read into the record by a Community Health Center employee or by raising your hand during the public comment period, a Community Health Center employee will unmute your connection. Additional Instructions will be provided at the time of public comment.
- **By email:** public-comment@snchc.org For comments submitted prior to and during the live meeting. Include your name, zip code, the agenda item number on which you are commenting, and your comment. Please indicate whether you wish your email comment to be read into the record during the meeting or added to the backup materials for the record. If not specified, comments will be added to the backup materials.

V. ADOPTION OF THE FEBRUARY 21, 2023 AGENDA *(for possible action)*

VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada Community Health Center Governing Board which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.

1. **APPROVE MINUTES – SNCHC Governing Board Meeting:** January 17, 2023 *(for possible action)*
2. **Approval of Nondirective Counseling and Referral Policy;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
3. **PETITION #02-23: Approval of Agreement with Dr. Alireza Farabi to Provide Professional Services in the Southern Nevada Community Health Center Clinics;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

VII. REPORT / DISCUSSION / ACTION

1. **Review, Discuss and Approve the First Augmentation to the Southern Nevada Community Health Center FY2023 Budget;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
2. **Review and Approve the November 2022 and December 2022 YTD Financial Reports;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
3. **Receive, Discuss and Approve Committee Assignments;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
4. **Highlights from the January 2023 Operational Report;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

VIII. BOARD REPORTS: The Southern Nevada Community Health Center Governing Board members may identify and comment on Health Center related issues or ask a question for clarification. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada Community Health Center Governing Board unless that subject is on the agenda and scheduled for action. ***(Information Only)***

IX. EXECUTIVE DIRECTOR & STAFF REPORTS *(Informational Only)*

- Executive Director Comments

X. INFORMATIONAL ITEMS

1. Community Health Center (FQHC) January Operations Reports

XI. SECOND PUBLIC COMMENT: A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to five (5) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chairman or the Board by majority vote.

See above for instructions for submitting public comment.

XII. ADJOURNMENT

NOTE: Disabled members of the public who require special accommodations or assistance at the meeting are requested to notify Tawana Bellamy or Andria Cordovez Mulet in Administration at the Southern Nevada Health District by calling (702) 759-1201.

THIS AGENDA HAS BEEN PUBLICLY NOTICED on the Southern Nevada Health District's Website at <https://snhd.info/meetings>, the Nevada Public Notice website at <https://notice.nv.gov>, and a copy will be provided to any person who has requested one via U.S mail or electronic mail. All meeting notices include the time of the meeting, access instructions, and the meeting agenda. For copies of agenda backup material, please contact Tawana Bellamy or Andria Cordovez Mulet at 280 S. Decatur Blvd, Las Vegas, NV, 89107 or dial (702) 759-1201.

MINUTES

SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD MEETING

January 17, 2023 – 2:30 p.m.

Meeting was conducted In-person and via WebEx Event

Southern Nevada Health District, 280 S. Decatur Boulevard, Las Vegas, NV 89107
Red Rock Trail Rooms A and B

- MEMBERS PRESENT:** Jose L. Melendrez –Chair, Consumer Member (*In-person*)
Brian Knudsen – Consumer Member (*via Webex*)
Scott Black – Community Member, City of North Las Vegas (*via Webex*)
Erin Breen – Community Member, UNLV Vulnerable Road Users Project (*via Webex*)
Donna Feliz-Barrow – Consumer Member (*In-person*)
Father Rafael Pereira – Community Member, All Saints Episcopal Church (*In-person*)
Luz Castro – Consumer Member (*via Webex*)
Timothy Burch – Second Vice-Chair, Community Member, Clark County (*via Webex*)
Lucille Scott – Consumer Member (*In-person*)
- ABSENT:** April Allen-Carter – Consumer Member
Gary Costa – Community Member, Golden Rainbow
- ALSO PRESENT:**
- LEGAL COUNSEL:** Heather Anderson-Fintak, General Counsel
- EXECUTIVE DIRECTOR:** Fermin Leguen, MD, MPH, District Health Officer (*absent*)
- STAFF:** Tawana Bellamy, Andria Cordovez Mulet, Cassius Lockett, Randy Smith, Cassondra Major, Edward Wynder, Kimberly Monahan, Donnie Whitaker, Maria Arganoza-Priess, Leo Vega

I. **CALL TO ORDER and ROLL CALL**

The Chair called the Southern Nevada Community Health Center (SNCHC) Governing Board Meeting to order at 2:33 p.m. Tawana Bellamy, Administrative Secretary, administered the roll call and confirmed a quorum.

II. **PLEDGE OF ALLEGIANCE**

III. **OATH OF OFFICE**

- **Members** – Tim Burch
- **Officer** – Tim Burch (Second Vice-Chair)

The Oath of Office was administered to member Tim Burch by Tawana Bellamy, Administrative Secretary.

- #### IV. **FIRST PUBLIC COMMENT:** A period devoted to comments by the general public about those items appearing on the agenda. Comments will be limited to five (5) minutes per speaker. Please clearly state your name and address and spell your last name for the record. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the First Public Comment portion.

V. ADOPTION OF THE JANUARY 17, 2023 MEETING AGENDA *(for possible action)*

A motion was made by Member Feliz-Barrows, seconded by Member Father Rafael, and carried unanimously to approve the January 17, 2023 Agenda, as presented.

VI. CONSENT AGENDA: Items for action to be considered by the Southern Nevada Community Health Center Governing Board which may be enacted by one motion. Any item may be discussed separately per Board Member request before action. Any exceptions to the Consent Agenda must be stated prior to approval.

- 1. Approve Minutes – Southern Nevada Community Health Center Governing Board Meeting:**
December 1, 2022 *(for possible action)*
- 2. Approve Credentialing and Privileging for Providers;** direct staff accordingly or take other action as deemed necessary *(for possible action)* *(Chris Elaine Mariano, Dr. Cortland Lohff and Dr. Alireza Farabi)*

A motion was made by Member Feliz-Barrows, seconded by Member Father Rafael, and carried unanimously to approve the Consent Agenda, as presented

VII. REPORT / DISCUSSION / ACTION

- 1. Review and Approve the 2022 YTD November Financial Report;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

Donnie (DJ) Whitaker, Chief Financial Officer presented the November 2022 YTD Financial Report. Ms. Whitaker informed the Board that Mark Pasek has left Health District and a new analyst will be trained to present the reports. Ms. Whitaker advised the FQHC Division November 2022 Budget Revenue was a little over \$9M. The Net Operating Budget was \$333K and the Net Operating Actual was \$154K. Ms. Whitaker reported the net operating position is cumulative and there is a timing difference in the data, depending on when the special revenue funds were processed. If the month ends November 30, the reporting to account for those funds is in December. Ms. Whitaker briefly reviewed the FQHC Programs YTD Budgets and Actuals.

Member Father Rafael inquired about the lack of detail in the financial report. Member Father Rafael commented that this is an area that needs improvement. Chair Melendrez acknowledged Member Father Rafael's comments. Chair Melendrez commented that one way to help this is to make sure our sub-committees are active and members in the sub-committees are doing their part. Dr. Leguen advised the Health District is going through some challenges in the finance department, especially with the analysis of the financial data. Dr. Leguen commented that the last report given to the board was detailed and the analyst who prepared the report left the company. Dr. Leguen shared that Ms. Whitaker and her team are working to address the issue. Dr. Leguen advised that the Finance Department is also in the process to finalize the audit and the budget augmentation for the entire organization, which takes a lot of time and energy. Member Feliz-Barrows made a motion to postpone the approval of the November Financial Report to give the Finance Department time to present a more detailed report.

Ms. Anderson-Fintak, General Counsel advised the board that Ms. Whitaker was promoted to Chief Financial Officer. Chair Melendrez and other board members congratulated Ms. Whitaker.

A motion was made by Member Feliz-Barrows, seconded by Member Father Rafael, and carried unanimously to postpone the approval of the November 2022 YTD Financial Report until the next scheduled meeting.

- 2. Review and Approve the FTCA Initial Deeming Application;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

Randy Smith, FQHC Operations Officer presented the Federal Tort Claims Act (FTCA) Initial Deeming Application. Mr. Smith advised that the FTCA is a benefit that provides medical malpractice insurance, resources, protection and coverage to the Health Center. Approval is needed by the board whenever the Health Center submits an application. Sometimes the timing for board approval does not always align with some actions the Health Center needs to make. The FTCA process is based on a calendar year, and it was due for submission by December 31. Mr. Smith advised the application was submitted in December. Mr. Smith further advised that HRSA has already provided some feedback on the application. Three (3) areas needing improvement include the Risk Management Plan, Credentialing and Privileging and Claims Management. Mr. Smith commented that he will bring the application back to the board for approval in the next two to three months to resubmit with the feedback provided by HRSA. Mr. Smith advised that board approval was needed for the application submitted in December.

Member Feliz-Barrows inquired if this was insurance for the doctors. Ms. Anderson-Fintak advised it is not insurance. It replaces the medical malpractice insurance. It allows the government to act on our behalf. If someone sues the District for medical malpractice., they would essentially be suing the federal government. The federal government then provides us with the representation and pays any claims. Ms. Anderson-Fintak commented the Health District pays a little over \$90K in medical malpractice for the entire District, not just for FQHC. It is for all our providers. FTCA Deeming would allow the Health District to pay less in insurance and ensures we are doing everything possible to minimize the chance of having a claim against us. Ms. Anderson-Fintak further commented that the District has not had any medical malpractice claims and the District does a really great job to provide care.

A motion was made by Member Feliz-Barrows, seconded by Member Father Rafael, and carried unanimously to approve FTCA Initial Deeming Application, as presented.

3. Discuss and Approve the Southern Nevada Community Health Center First Vice-Chair Officer Appointment; direct staff accordingly or take other action as deemed necessary (*for possible action*)

Mr. Smith reminded the Board of previous discussions regarding the appointment of existing board members and officer roles. The direction of the Nominations Committee was to see if a new board member would have the ability and interest to serve as First Vice-Chair. Mr. Smith advised that Donna Feliz-Barrows had expressed an interest in filling the role. Mr. Smith recommended Member Feliz-Barrows to the board for consideration to fill the First Vice-Chair role.

Chair Melendrez inquired if any other board member was interested in serving and First Vice-Chair. There were no further recommendations. Chair Melendrez nominated Member Feliz-Barrows as First Vice-Chair, Father Rafael, Seconded

A motion was made by Chair Melendrez, seconded by Member Father Rafael, and carried unanimously to approve the nomination of Donna Feliz-Barrows to serve as the Southern Nevada Community Health Center First Vice-Chair, as presented.

4. Review and Discuss the Committee Assignments; direct staff accordingly or take other action as deemed necessary (*for possible action*)

Mr. Smith presented the current committee assignments and advised that this is a new year with new board members, and it is time for the committees to come back together. It is also the responsibility of each board members to participate on a committee. Ms. Bellamy will send communication to the board providing members an opportunity to select the committees they are interested in serving on. Each member must serve on at least one committee, however, are welcomed to serve on more than one.

Mr. Smith proposed to establish a Strategic Planning Committee. Strategic Planning and the approval of a strategic plan is a HRSA requirement that necessitates board involvement. Mr. Smith commented we are looking forward to the next HRSA funding period and the need to put together a competitive application, which would include a comprehensive needs assessment. Usually, the needs assessment and strategic plan go together. Mr. Smith provided information about how often the Strategic Planning Committee would meet.

Chair Melendrez commented that each board member must serve on one committee with the option to serve on multiple. Mr. Smith confirmed Chair Melendrez's comment. Member Feliz-Barrows inquired about descriptions and duties of each committee. Mr. Smith commented that he is not aware of a description for each committee. He is accustomed to having charters that provided two to three sentences to explain the responsibilities and list some activities. Mr. Smith further commented that the board can establish charters if they want to. Member Feliz-Barrows inquired about the Executive Committee and what that committee is responsible for. Ms. Anderson-Fintak advised that the Executive Committee is about the leadership and appointment of leadership of the board. Member Father Rafael inquired if there is minimum number of members required on each committee. Mr. Smith commented there should be at least two or three members on each committee to be able to have a variety of experiences and insights. Mr. Smith advised the board that he and Ms. Bellamy will send a one-page interest form and a description of the committees to the board.

Chair Melendrez call for any questions or additional comments from board members. Member Breen inquired about an invitation to be on the Strategic Planning committee. Mr. Smith commented that the Board must establish the Strategic Planning Committee first. Chair Melendrez inquired if the Board can establish the Strategic Planning Committee now. Mr. Smith inquired to Ms. Anderson-Fintak if the Board could approve the Strategic Planning Committee now. Ms. Anderson-Fintak commented yes and asked Mr. Smith to provide the board with description of what the Strategic Planning Committee will be responsible for. Mr. Smith advised the group would come together and participate in the creation of the strategic plan, which would include looking at needs assessment and hearing from staff, then using their expertise to make recommendations about data that we may have available. Once the Board establish a plan, they would meet twice a year to look at the programs and adjust as needed. Member Father Rafael agreed and thought that goes along with the finances, even to set up the budget and review it, more often the better to keep track of how we are doing.

Member Scott commented that there was at one time a list that contained a description of each committee. Mr. Smith commented that it is in the by-laws and Ms. Bellamy will include it with the committee interest form

A motion was made by Chair Melendrez, seconded by Member Feliz-Barrows, and carried unanimously to establish a new Strategic Planning Committee that will operate based on Board Member representation and supported by staff, as presented.

Chair Melendrez summarized the next steps that Mr. Smith stated. Mr. Smith and Ms. Bellamy will send information to the Board regarding the current committees and the new Strategic Planning Committee with a description for each one from the by-laws, find a meeting date that works for each committee, review and or develop or update the committee charters to ensure they are in alignment with the Health District.

5. Highlights from the 2022 November and December Operational Reports; direct staff accordingly or take other action as deemed necessary (*for possible action*)

Mr. Smith presented some highlights from the 2022 November and December Operational Reports.

- Total unduplicated patient count for 2022 was 6,048
- Total number of visits for 2022 was 14,820

Member Father Rafael inquired if the totals are for calendar or fiscal year. Mr. Smith advised they are for calendar year, January through December.

Uniform Data System (UDS) Report

- All FQHCs across the country working on a comprehensive report and it is completed by annually. The report will include:
 - Patient Demographics
 - Types of services patients receive
 - Clinical Performance
 - Finances
 - Workforce
- First report due mid-February.
- Second validation due in March.
- In the summer clinic performance measure data will be shared with the board.

PPS Wrap Reimbursement

- PPS rate is the rate that FQHC are paid at for the Medicaid and Medicare clients.
- The revenue we are entitled to is current through November 2022
 - \$320k in payments received
 - \$390k in payment received for CY21
 - Big thanks to Donna Buss, Revenue Cycle Manager and her team.

Mr. Smith introduced Dr. Maria Priess as the new Medical Director. She started on January 3, 2023. Mr. Smith shared he is pleased to have her on the team and noted she has already made a wonderful connection with the leadership team and staff. Mr. Smith further commented that with her personality and disposition as well as her experience, it is going to take the Health Center to where it needs to be. Dr. Priess provided a brief introduction about herself, and she looks forward to working with the board.

No action required.

- VIII. BOARD REPORTS:** The Southern Nevada District Board of Health members may identify and comment on Health District related issues. Comments made by individual Board members during this portion of the agenda will not be acted upon by the Southern Nevada District Board of Health unless that subject is on the agenda and scheduled for action. ***(Information Only)***

There were none.

IX. EXECUTIVE DIRECTOR & STAFF REPORTS (Information Only)

1. Executive Director Comments

Dr. Leguen advised the Health Center is excited to have Dr. Priess join our team. Dr. Leguen advised that in order to grow the Health Center, we need to have more physicians on our team. Another physician will join the team in March 2023. Dr. Leguen advised that the Health Center is working on the buildout of the behavioral health center at the Decatur location. We plan to start constructions in the next few months. Dr. Leguen advised that a dental health center will be built at the Fremont location. Dr. Leguen inquired that Mr. Smith provide an update. Mr. Smith advised that Fremont has space dedicated for a dental operatory. Mr. Smith shared he met with Henry Schein, a nationwide dental company group, to begin that process. Mr. Smith advised that Henry Schein will provide a schematic of a dental operatory for the space dedicated at Fremont. Mr. Smith advised that the earliest the build out will likely begin is summer of 2023. Mr. Smith advised he has had conversations with the UNLV School of Dentistry for staffing needs.

2. COVID-19 Pandemic and RSV Update

Dr. Cassius Lockett, Director of Disease Surveillance and Control advised that the COVID-19 positivity rate was high, and new cases was low. Dr. Lockett advised that with the high community transmission, the present test positivity rate have become unreliable because of the use of home test kits. As of January 13th, the transmission rate was moderate. Dr. Lockett advised COVID-19 in the community, but

it is going down significantly and testing for COVID-19 was low. New hospital admissions for COVID-19 were low and trending down. The Emergency Department visits that predict hospitalizations in the future is also trending down. Dr. Lockett advised the early warning system has been reliable and we should continue to see hospitalizations go down. The inpatient beds used by COVID-19 patients was low. As of January 11th, there was 595,385 COVID-19 case reported, however the number of recent cases reported since Omicron in January 2021 is under due the use on COVID-19 home test kits, because they are not reportable. Dr. Lockett advised the Health District has 31 in house contact tracers to support any outbreaks and high-risk areas. There are 100 contracted contact tracers doing contact tracing until March 2023.

Dr. Lockett advised that there were 1,100 RSV cases in October 2022 and over 2,200 RSV cases in November 2022. Dr. Lockett advised from 2021 to 2022, the overall RSV case count by age group increased beginning in October 2022. The highest increase was in November 2022 among children under 5 years old. There were no RSV reported death. Dr. Lockett advised the pediatric RSV hospitalizations in Clark County peaked in the middle of November 2022 then declined. The surge inundated the healthcare system. Dr. Lockett advised that RSV and flu started to decline in December 2022. Case rates for COVID-19 are declining and hospitalizations and deaths are down to historic lows. Dr. Lockett advised that due to highly transmissible variants in Clark County, everyone needs to remain vigilant.

Chair Melendrez thanked Dr. Lockett for the report. Chair Melendrez inquired about the new COVID-19 variant and if the current boosters are effective. Dr. Lockett advised that the science is still evolving. Some studies show the boosters offer some protection against variant BQ.1 and BQ.11. Member Father Rafael inquired if there is still a need to enforce or promote vaccination and boosters to the community. Dr. Lockett advise that we continue to recommend the community get vaccinated or get the booster. Dr. Leguen commented that we encourage but do not mandate the community to get vaccinated.

There were no further comments.

X. INFORMATIONAL ITEMS

1. Community Health Center (FQHC) 2022 November Operations Reports
2. Community Health Center (FQHC) 2022 December Operations Reports

Member Father Rafael inquired about support from the Health Center for refugees to include clothing, food and health. Dr. Leguen commented that there will be a meeting scheduled with Catholic Charities representatives and the purpose is to discuss our collaboration. Also, to see what we can do for the refugees in the community not only through clinical services offered through the Health Center, but also explore collaborations in terms of donations. Member Father Rafael advised that he available to help.

- XI. SECOND PUBLIC COMMENT:** A period devoted to comments by the general public, if any, and discussion of those comments, about matters relevant to the Board's jurisdiction will be held. Comments will be limited to five (5) minutes per speaker. If any member of the Board wishes to extend the length of a presentation, this may be done by the Chair or the Board by majority vote.

Seeing no one, the Chair closed the Second Public Comment portion.

XIII. ADJOURNMENT

The Chair adjourned the meeting at 3:48 p.m.

Fermin Leguen, MD, MPH
District Health Officer/Executive Secretary/CHC Executive Director

/tab

SOUTHERN NEVADA COMMUNITY HEALTH CENTER
POLICY AND PROCEDURE

DIVISION:	FQHC	NUMBER(s):	CHCA-014
PROGRAM:	Family Planning	VERSION:	1.0X
TITLE:	Nondirective Counseling and Referral	PAGE:	1 of 5
		EFFECTIVE DATE: Click or tap here to enter text.	
DESCRIPTION:	Process to ensure compliance with Title X for pregnancy and abortion counseling.	ORIGINATION DATE: Click or tap here to enter text.	
APPROVED BY:		REPLACES: Click or tap here to enter text.	
FQHC OPERATIONS OFFICER:			
	Randy Smith		Date
DISTRICT HEALTH OFFICER:			
	Fermin Leguen MD, MPH		Date

I. PURPOSE

The purpose of this policy is to describe Southern Nevada Community Health Center (SNCHC) process for ensuring grantee and subrecipient compliance with the requirements that the project: 1) will not provide abortion as a method of family planning and 2) will offer pregnant clients the opportunity to be provided information and counseling regarding: prenatal care and delivery; infant care, foster care, or adoption; and pregnancy termination. This policy also describes the process by which, if requested to provide such information and counseling, SNCHC will provide neutral, factual information and nondirective counseling on each of the options, and referral upon request.

II. SCOPE

This policy applies to all Workforce members involved in the delivery of family planning services.

III. POLICY

Title X projects must not provide abortion as a method of family planning (42 CFR 59.5 (a)(5)).

Title X projects must offer pregnant clients the opportunity to be provided information and counseling regarding each of the following options (42 CFR 59.5 (a)(5)(i))

- Prenatal care and delivery.
 - Infant care, foster care, or adoption; and
 - Pregnancy termination.
- A. Abortion will not be provided as a method of family planning.
- B. Pregnant clients will be offered the opportunity to be provided information and counseling regarding each of the follow options
1. Prenatal care and delivery.
 2. Infant care, foster care, or adoption, and
 3. Pregnancy termination (42 CFR§59.5(a)(5))
- C. If requested to provide such information and counseling, staff at the service site will provide neutral, factual information and nondirective counseling on each of the options (except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling).
1. Referral for additional services (e.g., for prenatal care, delivery, infant care, foster care, adoption, or pregnancy termination) will be made upon request (42 CFR§59.5(a)(5)).
 2. When a client requests referral for pregnancy termination/abortion, they will be given a name, address and telephone number/ Staff will not take further affirmative action (such as negotiating a fee reduction, making an appointment, providing transportation) to secure abortion services for the client (65 Fed. Reg, 41281 (July 3, 2000)).
 3. Where a referral to another provider who might perform an abortion is medically indicated because of the client's condition or the condition of the fetus (such as where the woman's life would be endangered), such as referral by a Title X project is not prohibited by section 1008 and is referred by 42 CFR § 59.5(b)(1). The limitation on referrals do not apply in cases in which a referral is made for medical indications (65 Fed. Reg 41281 (July 3, 2000)).
- D. Subrecipients and/or service sites will have written policies or procedures that detail how pregnant clients will be offered the opportunity to be provided information and nondirective counseling.

IV. PROCEDURE

Title X projects must provide neutral, factual information and nondirective counseling on each of the options, and referral upon request, except with respect to any option(s) about which the pregnant client indicates they do not wish to receive such information and counseling (42 CFR 59.5 (a)(5)(ii)).

- A.** Trained clinical staff will provide nondirective options counseling at the service site.
- B.** Description of referral workflow for different type of referral(s).
 - 1. Patients opting to continue with a pregnancy will be referred for prenatal care. Referral will be generated thru the electronic health record (EHR) system and assigned to the referral specialist. Encourage patient to start prenatal care and assess for any potentially teratogenic medications, discuss alcohol, drug, and/or tobacco use (Clinical Staff).
 - 2. Patients wanting to terminate pregnancy will be referred for abortion services. Clinical staff will discuss difference between medication abortions and in-clinic abortions, review gestational age limits for each option.
 - 3. Undecided patients will be presented with the opportunity to discuss option and will be given information on a variety of options (continuation, termination, or adoption services).
 - 4. Staff will use clear, straightforward language, assess barriers to care and offer telehealth options (if appropriate).
- C.** A referral packet that will include educational material, resources and up to date referral names and contact information will be provided to the patient during visit. This packet is available in the clinic and maintained by the health educator.
- D.** Description of the legal status of abortion in your state.

Abortion is safe and legal in the State of Nevada. The procedure is governed by NRS 442.250. Any person in Nevada who is pregnant has the legal right to choose to have an abortion when performed by a licensed physician within the first 24 weeks of pregnancy. An abortion may be performed after 24 weeks where the physician has reasonable cause to believe an abortion is necessary to preserve the life or health of the pregnant person. You do not have to be a Nevada resident to receive abortion care in the state.
- E.** Workflow and script for sharing information about specific options
 - 1. Staff will provide information consistent with patient's choice.
 - 2. Information will be given without bias and sensitively offer to discuss all options when appropriate.
 - 3. Assess for reproductive coercion/intimate partner violence

4. Assess for support systems.
5. Staff will use Person-Centered Communication when sharing information about specific options.
 - a. Sample script:
 - “How would that be for you”
 - “Has that ever happened before?”
 - “What questions do you have about...?”
 - “Do you have a sense of how you would manage it?”
 - “Would you like me to talk to you about pregnancy options and give you information”?
 - “I am hearing you say you would like another child, but now just doesn’t feel like the right time. Is this correct?”
 - “On the one hand, it sounds like your partner doesn’t think you should have a baby now and on the other hand, you’re excited about becoming a parent. Do I have that right?”
 - “Many clients stay they are worried about getting pregnant in the future if they have an abortion. Is that what you mean?”
 - “What do you think would work for you?”
 - Is there anyone in your life you want to include in this process?
- F. Referral information will be updated annually.
- G. Staff training and policy review will be conducted annually.
- H. This policy will be stored in the SNHD Policy Hub and Reproductive Health Policy binder.
- I. Referral resource with clients will be included in the pregnancy packet given to patients during visit.

Additional Sections

Not Applicable

Acronyms/Definitions

Not Applicable

V. REFERENCES

Providing Quality Family Planning Services: Recommendations of CDC and the U.S. Office of Population Affairs (pgs. 4–20)
<https://www.cdc.gov/reproductivehealth/contraception/qfp.htm>

Code of Federal Regulations 42 CFR 59.5 (a)(5) (i-ii)
<https://www.ecfr.gov/current/title-42/chapter-I/subchapter-D/part-59>

VI. DIRECT RELATED INQUIRIES TO
Community Health Nurse, Supervisor (Family Planning)

HISTORY TABLE

Table 1: History

Version/Section	Effective Date	Change Made
Version 0		First issuance

VII. ATTACHMENTS
Not Applicable



**APPROVED BY THE SNCHC GOVERNING BOARD
FEBRUARY 21, 2023**

TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD

DATE: February 21, 2023

RE: *Approval of Agreement with Dr. Alireza Farabi to Provide Professional Services in the Southern Nevada Community Health Center Clinics*

PETITION #02-23

That the Southern Nevada Community Health Center Governing Board *approve an agreement with Dr. Alireza Farabi to provide professional services in the Southern Nevada Community Health Center clinics.*

PETITIONERS:

Fermin Leguen, MD, MPH, *Executive Director* *FL*

Randy Smith, *FQHC Operations Officer* *RS*

DISCUSSION:

The agreement is for Dr. Alireza Farabi (Contractor) to provide professional services at the Southern Nevada Community Health Center (SNCHC). Contractor will participate in the diagnosis and medical management of patients living with HIV /AIDS infections, provide expert advice and assistance with management of sexually transmitted conditions, and contribute to the clinical development of other SNCHC clinicians and nursing staff through case reviews and clinical discussions.

FUNDING:

Funding will be through SNCHC general funds.



SOUTHERN NEVADA
Community
HEALTH CENTER

**PROFESSIONAL SERVICE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
DOING BUSINESS AS SOUTHERN NEVADA COMMUNITY HEALTH CENTER
AND
ALIREZA FARABI, M.D., P.C.
F2310006**

THIS PROFESSIONAL SERVICE AGREEMENT (“Agreement”) is by and between the Southern Nevada Health District doing business as the Southern Nevada Community Health Center (“Health Center”), and Alireza Farabi, M.D., P.C. (“Contractor”) (individually “Party” and collectively “Parties”).

WHEREAS, as a Federally Qualified Health Center (“FQHC”), Health Center is a licensed safety net provider of comprehensive primary and preventive medical services, sexual health care services, dental health care services, and reproductive health services; and

WHEREAS, Health Center desires to obtain the services of an infectious disease specialist to enhance client healthcare services offered by Health Center’s Ryan White Program in its Sexual Health Clinic (the “Services”); and

WHEREAS, Contractor represents that he possesses the professional and technical expertise to provide the Services to the Health Center; and

WHEREAS, Health Center and Contractor desire to provide in writing a full statement of their respective rights and obligations in connection with their mutual agreement in furtherance of the above described purposes;

NOW, THEREFORE in consideration of the mutual promises and agreements hereinafter set forth, the Parties agree as follows:

- 1) **TERM AND TERMINATION.** This Agreement shall be effective from the March 1, 2023 through February 28, 2026, 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 the first paragraph of this Section 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 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.

- 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 private grant funding ability, budgeted to satisfy this Agreement is withdrawn, limited, or impaired.
- 1.05 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.
- 2) SERVICES. Contractor shall provide to or for the benefit of the Health Center's patients professional services under this Agreement as described in more detail in the Scope of Work and Payment, attached hereto as Attachment A.
- 3) INCORPORATED DOCUMENTS. The services to be performed and the consideration therefore shall be specifically described in the attachments to this Agreement, which are incorporated into and are specifically a part of this Agreement, as follows:

ATTACHMENT A: SCOPE OF WORK AND PAYMENT
ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT
ATTACHMENT C: WORKERS' COMPENSATION COVERAGE STATEMENT FOR
INDEPENDENT CONTRACTORS
- 4) COMPENSATION.
 - 1.01 Contractor will be reimbursed for actual expenses incurred and Services completed in a timely and professional manner as provided in Attachment A: Scope of Work and Payment. The total not-to-exceed amount of this Agreement is \$213,120.
 - 1.02 Contractor shall be solely responsible for all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.
- 5) INTENT OF THE PARTIES. All payments specified in this Agreement are consistent with what the Parties reasonably believe to be a fair market value for the Services provided.
 - 5.01 The Parties acknowledge that payment or receipt of any remuneration, direct or indirect, to induce the referral of any patient or for the purpose of purchasing, leasing, or ordering either goods or services reimbursable under the federal Medicare or state Medicaid programs is prohibited. The Parties expressly agree that no purpose of this Agreement is to induce referrals or health care business.
 - 5.02 The Parties further acknowledge that patients have the right of freedom of choice to choose a vendor for services, including medical services from private physicians. The Parties shall take such reasonable steps as may be necessary and appropriate to ensure such freedom of choice, including advising the patient as to the availability of such services from other sources in the community and conforming to all requirements of law.
- 6) STATUS OF PARTIES; INDEPENDENT CONTRACTOR.
 - 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.

- 6.02 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 Center, create a conflict of interest.
- 6.03 Health Center shall not require Contractor to devote full time to performing the services required by this Agreement.
- 6.04 Health Center shall not control the manner or means by which Contractor performs the Services subject to this Agreement.
- 6.05 Contractor shall not have a claim under this Agreement or otherwise against the Health Center for vacation pay, paid sick leave, retirement benefits, workers' compensation, health, disability, professional malpractice, or unemployment insurance benefits or other employee benefits of any kind.
- 6.06 Contractor will not be treated as Health Center employee for federal tax purposes. Health Center will not withhold on behalf of Contractor any sums for income tax, unemployment insurance, or any other withholdings pursuant to any law or requirement of any governmental body. Any such payments, withholdings, if any, are Contractor's sole responsibility.

7) CONTRACTOR RESPONSIBILITIES AND DUTIES

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

- a) Maintain professional liability coverage in accordance with Section 16;
- 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, COVID-19 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.
- 8) SUBCONTRACTING. Contractor shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without the prior written approval of Health Center. Subcontracts, if any, shall contain a provision making them subject to all provisions in this Agreement
- 9) 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 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/or judicial processes which may ensue.

- 10) CONFIDENTIALITY. 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 as Attachment B and incorporated by reference herein.
- 11) BREACH; REMEDIES. Failure of either Party to perform any obligation of this Agreement shall be deemed a breach. Except as otherwise provided for by law or this Agreement, the rights and remedies of the Parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing Party, the ability to seek reasonable attorneys' fees and costs.
- 12) WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Agreement 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.
- 13) LIMITED LIABILITY. Health Center 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 both Parties shall not be subject to punitive damages.
- 14) 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.
- 15) MEDICAL STUDENTS. With prior written approval from Health Center, Alireza Farabi, MD, on behalf of Contractor, may bring medical students ("Student(s)") affiliated with an appropriately accredited institution of higher learning ("Institution") to accompany him during his clinical rounds at Health Center, provided the following conditions are met:
 - 15.01 No more than one (1) Student can accompany Contractor while Contractor is seeing an individual patient. When not seeing individual patients, multiple Students may accompany Contractor to participate in the learning experience.
 - 15.02 At least one month in advance, Contractor must provide the names and affiliations of all Students expected to accompany Contractor to Health Center's Academic Affairs Coordinator.
 - a) Contractor must obtain from Academic Affairs Coordinator, and ensure each Student completes, the following documents for submission to Academic Affairs Coordinator prior to expected rotation date. Students failing to complete the following forms prior to rotation will not be permitted to accompany Contractor:
 - Student/Intern Application
 - Confidential Student/Intern Data

- Confidential Information Policy
 - Acknowledgements—Interns Not on Payroll
 - Information Systems Acceptable Use Policy
- b) Contractor must ensure each Student completes the on-line training, Public Health 101, prior to expected rotation date and submit proof of completion to the Academic Affairs Coordinator. Students failing to complete on-line training prior to rotation will not be permitted to accompany Contractor.

15.03 Contractor must submit proof of insurance from Student's Institution prior to the expected rotation date to the Academic Affairs Coordinator. Students without Institution proof of insurance will not be permitted to accompany Contractor:

- a) Institution's proof of professional liability insurance for its employees, directors, and agents, (including College Instructors, if applicable) and Students (unless Students obtain their own insurance) with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000).
- b) Institution's proof of Workers' Compensation Insurance in a form and coverage amount as required by law and as may be amended from time to time.
- c) Such other insurance in such amounts which from time to time may be reasonably required by the Health Center against other insurable risks relating to Student performance.

15.04 Contractor is solely responsible for the oversight and supervision of Students while Students are accompanying Contractor.

16) INSURANCE. Except for the requirements concerning insurance for Students as detailed in the above Subsection 15.03, Contractor shall, at its expense, maintain a program of self-insurance and/or commercial professional liability insurance with limits not less than \$1,000,000 per each wrongful act to insure it and Health Center against liabilities arising out of or related to Services rendered under this Agreement. With respect to commercial insurance, Contractor shall require its insurer(s) or broker to provide, at least thirty (30) days' prior written notice to the Health Center before any material alteration of coverage takes effect.

16.01 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 Center.

17) MUTUAL COOPERATION. The Parties shall fully cooperate with one another, 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.

18) INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist

in law or equity.

- 19) **NON-DISCRIMINATION.** As an Equal Opportunity Employer, Contractor has an ongoing commitment to hire, develop, recruit and assign the best and most qualified individuals possible. Contractor employs 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. Contractor likewise agrees that it will comply with all state and federal employment discrimination statutes, including but not limited to Title VII, and the American with Disabilities Act.
- 20) **KEY PERSONNEL.** The Health Center's FQHC Operations Officer shall be the overall manager of this Agreement, will assign all tasks and due dates for Services, and be the single point-of contact for resolution of Agreement-related issues. Alireza Farabi, M.D. shall be the single point of contact for Contractor.
- 21) **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.
- 22) **ASSIGNMENT.** Contractor shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health Center's prior written consent.
- 23) **PUBLIC RECORDS.** Pursuant to NRS Chapter 239, information or documents, including this Agreement, and any other documents generated incidental thereto may be opened by Health Center to public inspection and copying. Health Center will have a duty to disclose unless a particular record is made confidential by law or a common law balancing of interests.
- 24) **USE OF NAME AND LOGO.** Contractor may not use the Health Center's name or logo for any purpose without the Health Center's prior written consent. Contractor agrees that Health Center, in its sole discretion, may impose restrictions on the use of its name and/or logo. Health Center retains the right to terminate, with or without cause, Contractor's right to use the Health Center's name and/or logo.
- 25) **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.
- 26) **ENTIRE AGREEMENT.** This Agreement constitutes the entire Agreement between the Parties and supersedes any prior contracts or agreement between the Parties regarding the subject matter hereof.
- 27) **AMENDMENTS.** This Agreement may be amended only by a writing signed by a duly authorized agent/officer of each Party and effective as of the date stipulated therein.
- 28) **TIME.** Contractor agrees that time is of the essence in this Agreement.
- 29) **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.
- 30) **THIRD PARTY BENEFICIARIES.** This Agreement and attachments hereto, are not intended to

confer any rights to any person or entity not a party hereto.

- 31) CODE OF CONDUCT. By executing the Agreement, the Parties acknowledge they have each read and respectively agree to comply as applicable with Health District's Code of Conduct, which is available online at:

<https://media.southernnevadahealthdistrict.org/download/FQHC-2020/20200129/20200129-VII-1-Code-of-Conduct-Booklet-Leguen-Signature.pdf>

- 32) NOTICES. 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 its address as set forth below:

Southern Nevada Health District	Alireza Farabi, MD PC
doing business as	9108 Golden Eagle Drive
Southern Nevada Community Health Center	Las Vegas, NV 89130
Contract Administrator, Legal Department	
280 S. Decatur Blvd.	
Las Vegas, NV 89107	

- 33) COUNTERPARTS. This Agreement may be executed in any number of counterparts each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties agree that they have read, understand, and agree to the conditions set forth above and have caused their duly authorized representatives to execute this Agreement.

SOUTHERN NEVADA HEALTH DISTRICT
DOING BUSINESS AS
SOUTHERN NEVADA COMMUNITY HEALTH CENTER

By: _____
Fermin Leguen, MD, MPH
Executive Director

Date: _____

APPROVED AS TO FORM:

**THIS DOCUMENT IS APPROVED AS TO FORM.
SIGNATURES TO BE AFFIXED FOR FULL EXECUTION**

By: **_____ AFTER GOVERNING BODY APPROVAL**
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District
doing business as
Southern Nevada Community Health Center

ALIREZA FARABI MD, P.C.

By: _____
Alireza Farabi, MD

Date: _____

**ATTACHMENT A
SCOPE OF WORK AND PAYMENT**

A. Scope of Work.

A.1 Contractor shall provide 8 hours per week of infectious disease clinical services for Southern Nevada Health District patients at its 280 S. Decatur Blvd, Las Vegas Nevada location. Contractor will participate in the diagnosis and management of HIV/AIDS patients, new and established, and will assist other Health District providers in the management of these patients. Additionally, Contractor will provide expert advice on sexually transmitted conditions, as needed. Contractor will also contribute to the clinical development of other Health District clinicians and nursing staff through case reviews, clinical discussions. Alireza Farabi, MD is the physician specifically designated by Contractor and accepted by Health District to provide the Services contemplated by this Agreement, for the term of this Agreement.

B. Payment to Contractor. Payments shall be based on approved Contractor invoices submitted in accordance with this Agreement. The sum of payments shall not exceed allowable compensation stated in Section 3 of this Agreement and no payments shall be made in excess of the maximum allowable total for this Agreement.

B.1 Budget for Period March 1, 2023 through February 28, 2024.

Total Not-To-Exceed ("NTE") Budget: \$71,040

8 hours per week x \$185 per hour = \$1,480 per week
48 weeks at \$1,480 per week = NTE \$71,040

Contractor will be reimbursed at \$185 per hour for actual work completed. Contractor will not receive reimbursement for any additional expenses.

B.2 Budget for Period March 1, 2024 through February 28, 2025.

Total Not-To-Exceed ("NTE") Budget: \$71,040

8 hours per week x \$185 per hour = \$1,480 per week
48 weeks at \$1,480 per week = NTE \$71,040

Contractor will be reimbursed at \$185 per hour for actual work completed. Contractor will not receive reimbursement for any additional expenses.

B.3 Budget for Period March 1, 2025 through February 28, 2026.

Total Not-To-Exceed ("NTE") Budget: \$71,040

8 hours per week x \$185 per hour = \$1,480 per week
48 weeks at \$1,480 per week = NTE \$71,040

Contractor will be reimbursed at \$185 per hour for actual work completed. Contractor will not receive reimbursement for any additional expenses.

- C. Contractor may not bill more frequently than monthly for the duration of the Agreement.
 - C.1 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.
 - C.2 Cost principles contained in Uniform Guidance 2 CFR 200, Subpart E shall be used as criteria in the determination of allowable costs.
- D. Health District shall not be liable for interest charges on late payments.
- E. In the event items on an invoice are disputed, payment on those items will be held until the dispute is resolved. Undisputed items will not be held.

**ATTACHMENT B
BUSINESS ASSOCIATE AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
DOING BUSINESS AS
SOUTHERN NEVADA COMMUNITY HEALTH CENTER
AND
ALIREZA FARABI, M.D., P.C.**

This Business Associate Agreement (“Agreement”) is made and entered into this 1st day of March, 2023 between the Southern Nevada Health District doing business as Southern Nevada Community Center, (“Covered Entity”), and Alireza Farabi, M.D., P.C. (“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:

Professional Service Agreement between Southern Nevada Health District doing business as
Southern Nevada Community Health Center and Alireza Farabi, M.D., P.C.

F2310006

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)

4) 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.

5) 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:

Kyle Parkson, Privacy Officer
Southern Nevada Health District
doing business as
Southern Nevada Community Health Center,
280 S. Decatur Boulevard
Las Vegas, NV 89107

6) 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).

7) 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.

8) 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.

9) 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.

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

COVERED ENTITY
SOUTHERN NEVADA HEALTH DISTRICT
DOING BUSINESS AS
SOUTHERN NEVADA COMMUNITY HEALTH CENTER

BUSINESS ASSOCIATE
ALIREZA FARABI, M.D., P.C.

By: _____
 Name: Fermin Leguen, MD, MPH
 Title: Executive Director

By: _____
 Name: Alireza Farabi, M.D.

Date: _____

Date: _____

**ATTACHMENT C
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 Statutes ("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 Community Health Center ("Health Center"), an operating division of the Southern Nevada Health District, and that contractor is not engaged in a business, profession or occupation which is similar to that of the Health Center.

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

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

causes of action or liability arising from the performance of Services for the Health Center.

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



SOUTHERN NEVADA
Community
HEALTH CENTER

AT THE SOUTHERN NEVADA HEALTH DISTRICT

SNCHC Governing Board Meeting

February 21, 2023

Southern Nevada Community Health Center

FY 2023 Budget Augmentation

Presented by: Donnie (DJ) Whitaker, CFO

Definition

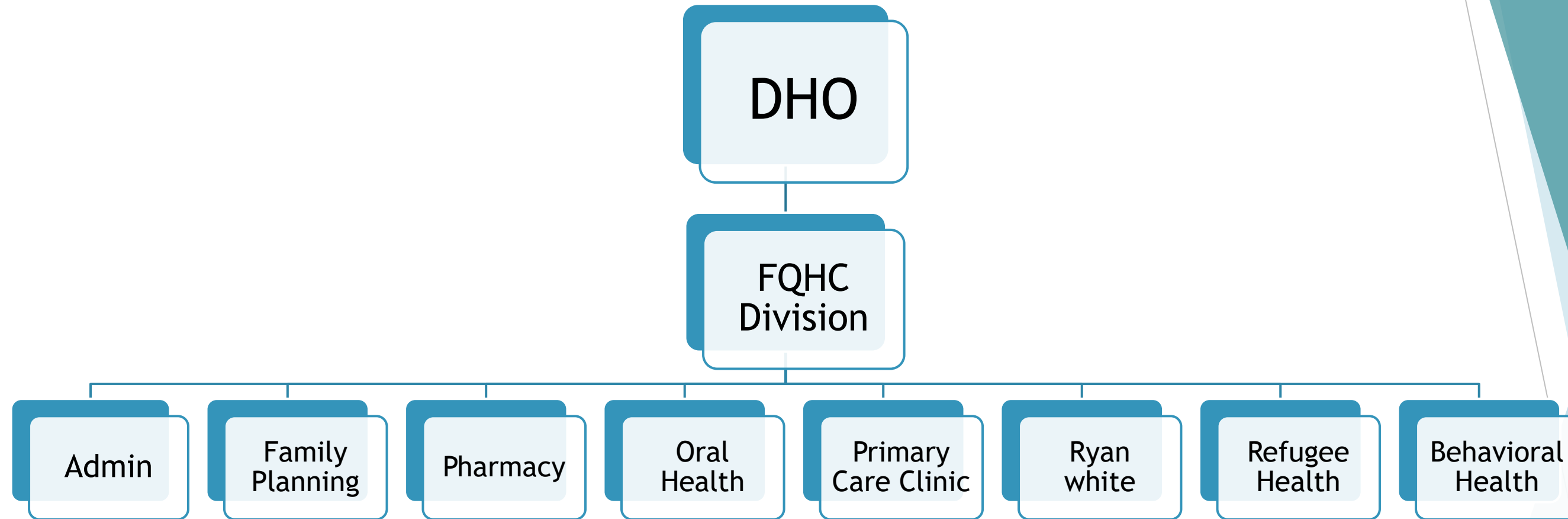
A “**Budget augmentation**” is a procedure for increasing appropriations of a fund with the express intent of employing previously unbudgeted resources of the fund for carrying out the increased appropriations.

Nevada Revised Statute (NRS)

354.626

Unlawful expenditure of money in excess of amount appropriated; penalties; exceptions, states that “No governing body or member thereof, officer, office, department, or agency may, during any fiscal year, expend or contract to expend any money or incur any liability, or enter into any contract which by its terms involves the expenditure of money, in excess of the amounts appropriated for that function, other than bond repayments, medium-term obligation of repayments and any other long-term contract expressly authorized by law.”

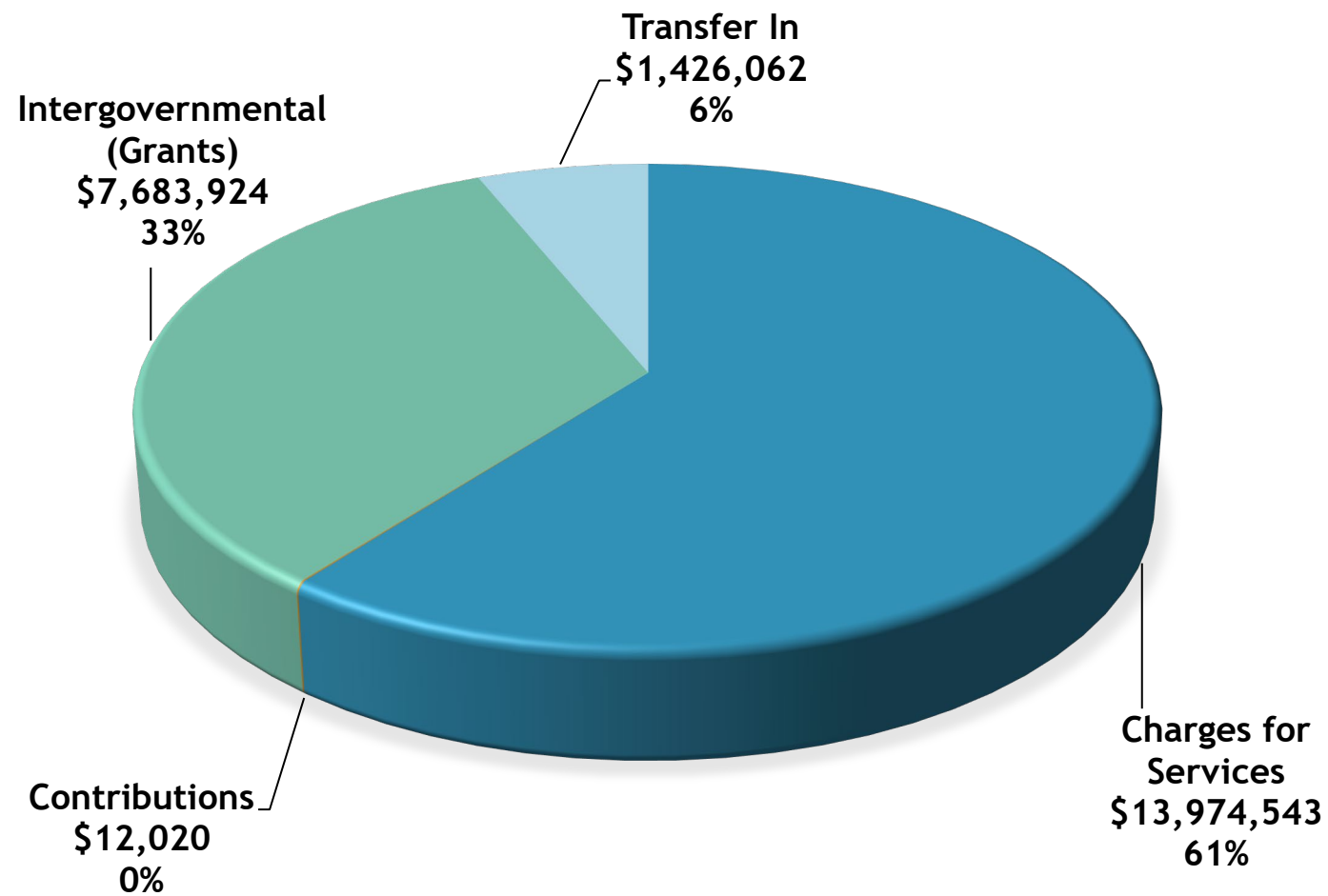
FQHC Division Org Chart



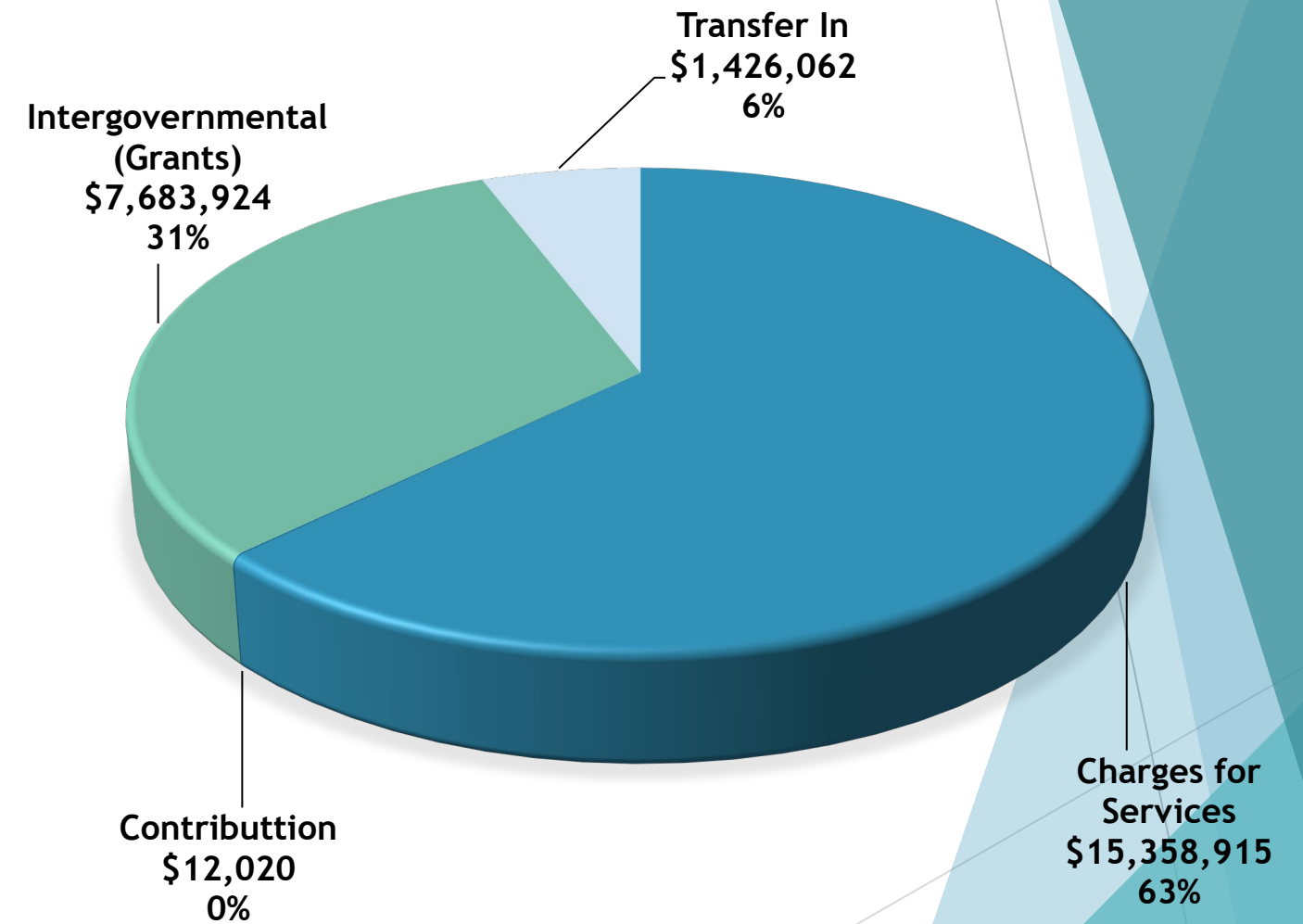
REVENUES

COMBINED REVENUES BY SOURCE - Adopted vs Augmented

FY2023 Adopted Budget
Revenue \$23.1 M



FY2023 Augmented Budget
Revenue \$24.5M



% Percentages are based on total revenue

REVENUES

GENERAL & SPECIAL REVENUE FUND SUMMARY

General Fund:

Total charges for services revenue is augmented at \$15.4 M an increase of \$1.4 M or 9.9% compared to adopted budget of \$14.0 M

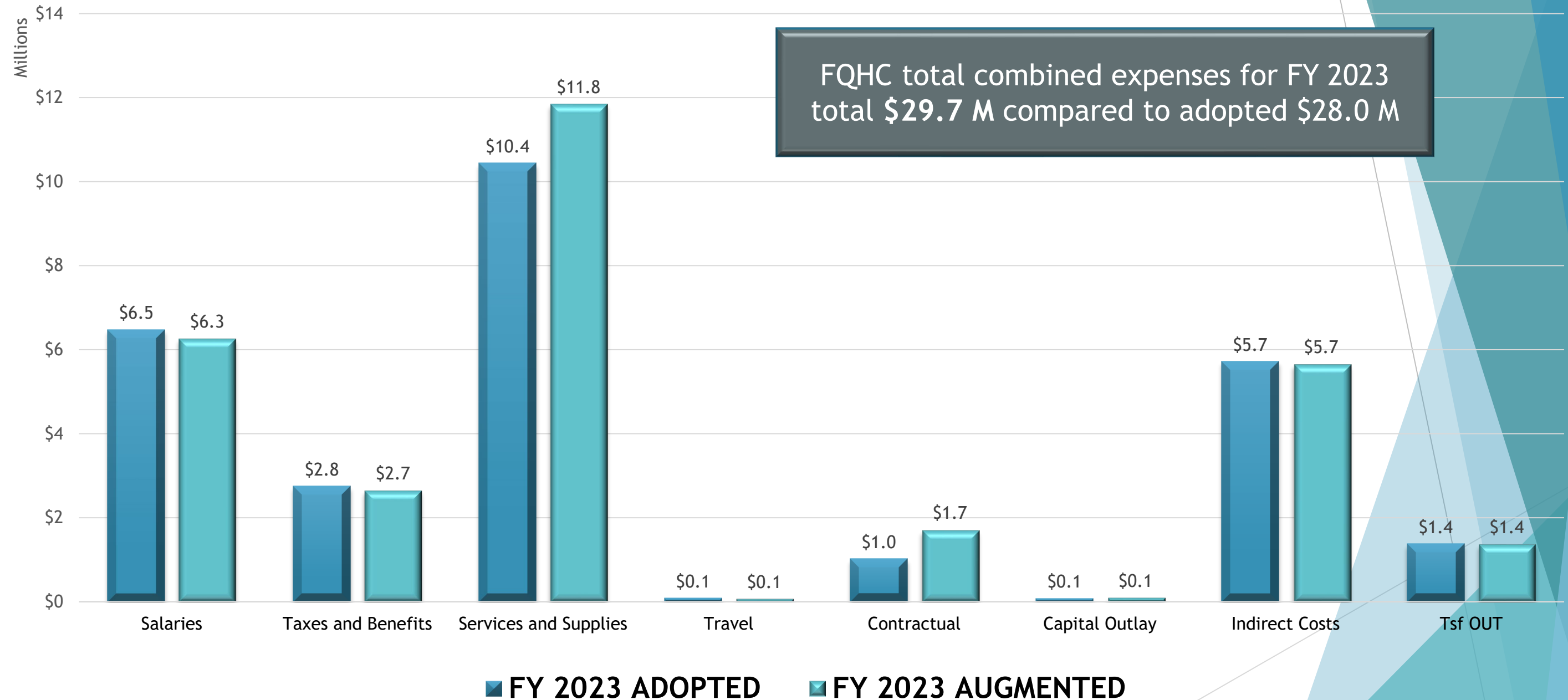
→ Pharmacy Revenue (Insurance account) net total is \$14.9 M an increase of \$1.4 M due to higher demand in prescription

Special Revenue Fund:

Federal & Pass Thru (Intergovernmental) revenue stayed flat at \$7.7 M

EXPENDITURES

COMBINED EXPENDITURES BY CATEGORY - Adopted vs Augmented



EXPENDITURES

GENERAL & SPECIAL REVENUE FUND SUMMARY



FQHC expenditures total augmented budget is **\$29.7 M** an increase of **\$1.7 M** or **6.3%** compared to adopted budget of **\$28.0 M**.



General Fund Pharmacy Med supplies increased from **\$9.3 M** to **\$10.8 M** an increase of **\$1.5 M** or **15.9%** as a revenue offset under Insurance account.



Total salaries and benefits for General & Grants funds decreased slightly at **\$6.3 M** compared to **\$6.4 M** adopted budget, which offsets the increase in Temporary Services.

Combined Funds Table

FQHC Combined Funds (Budget Augmentation)

	FY 2023	
	Adopted	Amended
FQHC Community Health Center		
Revenue		
Charges for Services	\$ 13,974,543	\$ 15,358,915
Contributions	12,020	12,020
Intergovernmental	7,683,924	7,683,924
Transfer In	1,426,062	1,426,062
Revenue Total	\$ 23,096,549	\$ 24,480,921
Expenses		
Salaries	6,478,743	6,274,186
Taxes and Benefits	2,753,464	2,661,429
Supplies	10,442,708	11,848,861
Contractual	1,024,226	1,716,362
Travel	92,871	80,173
Capital	83,455	106,455
Indirect/Cost Allocation	5,726,090	5,665,780
Transfer Out	1,381,949	1,381,949
Expenses Total	\$ 27,983,506	\$ 29,735,195
Net Income/(Loss)	\$ (4,886,957)	\$ (5,254,274)

Staffing FY2023

FQHC Total Augmented FTE

	Active	Vacant	Total
General Fund	31.25	2.55	33.80
Special Revenue Fund	48.45	4.65	53.10
Total	79.70	7.20	86.90

Reminder: FQHC was formerly under Primary & Preventive Care. It was established as a new division on July 1, 2022 (beginning of FY2023). Therefore, there were no adopted FTEs.



Questions

Motion to Approve the First Augmentation to the Southern Nevada Community Health Center FY2023 Budget.

FQHC FINANCIAL REPORT

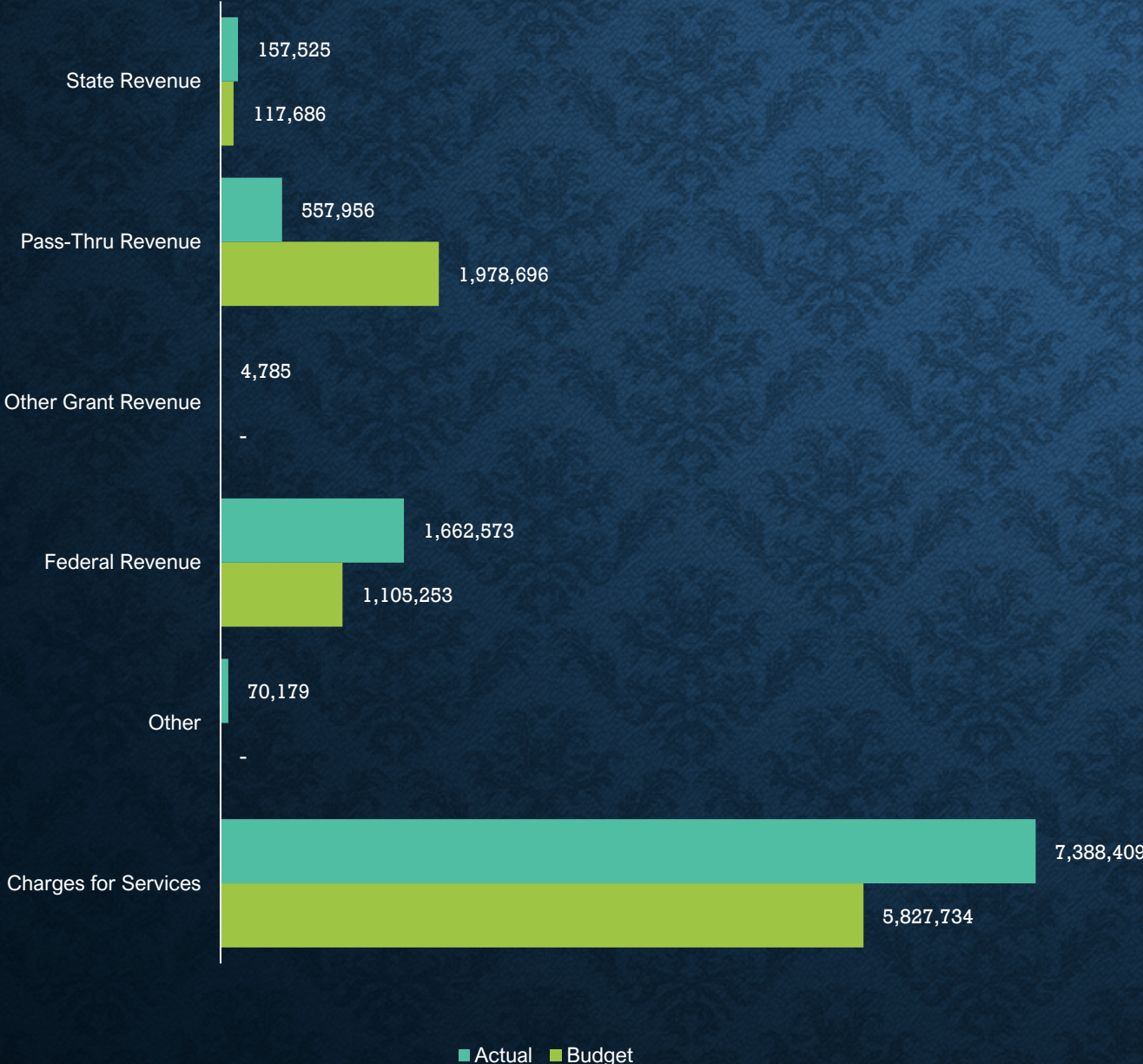
Results as of November 30, 2022

FQHC Division – All Programs

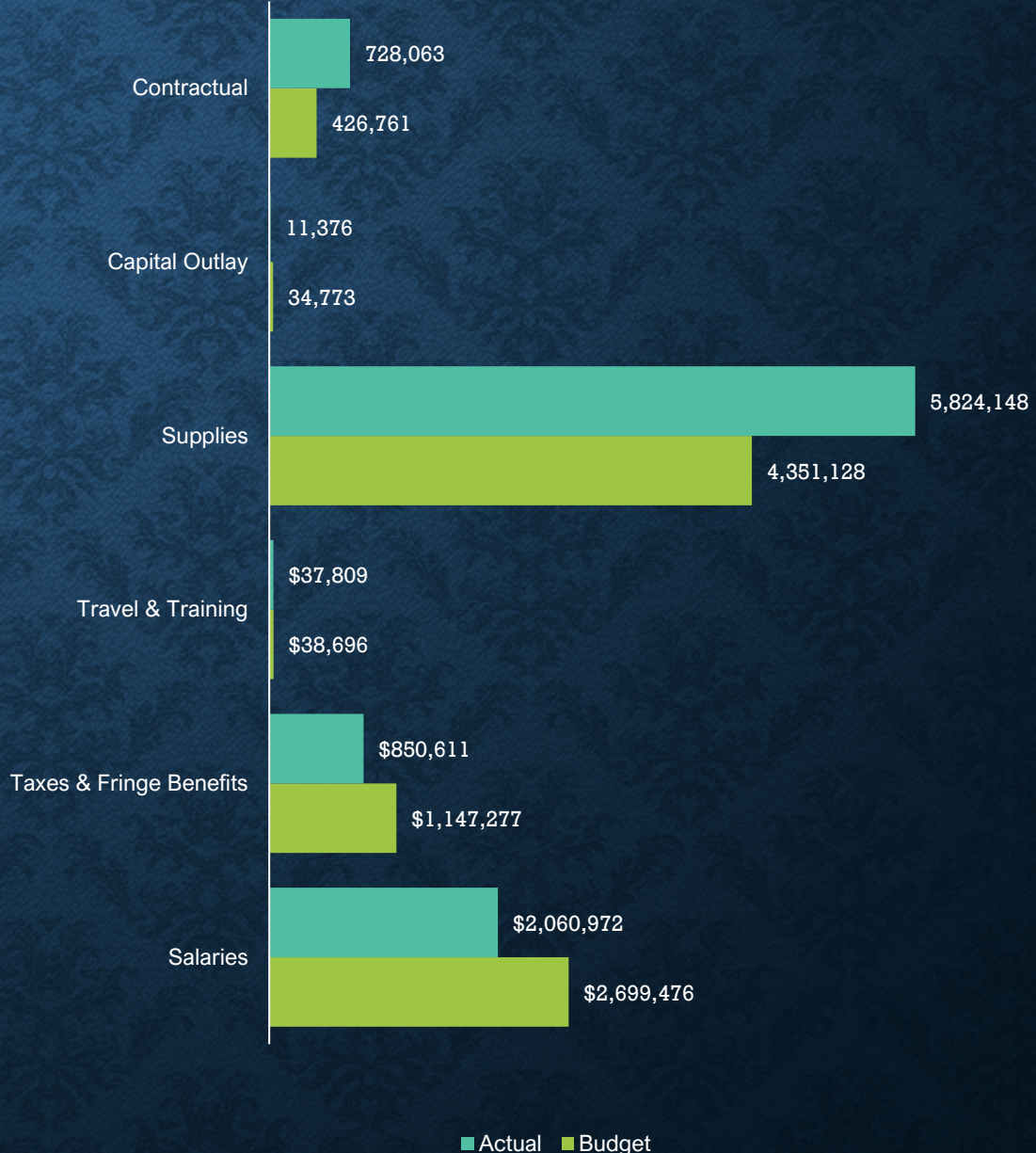
	November Budget	November Actual	Variance	%
Charges for Services	5,827,734	7,388,409	1,560,675	27%
Other	-	70,179	70,179	0%
Federal Revenue	1,105,253	1,662,573	557,320	50%
Other Grant Revenue	-	4,785	4,785	0%
Pass-Thru Revenue	1,978,696	557,956	(1,420,740)	-72%
State Revenue	117,686	157,525	39,839	34%
Total FQHC Revenue	9,029,369	9,841,426	812,058	9%
Salaries	2,699,476	2,060,972	638,504	24%
Taxes & Fringe Benefits	1,147,277	850,611	296,666	26%
Travel & Training	38,696	37,809	887	2%
Total Salaries & Benefits	3,885,449	2,949,392	936,057	24%
Supplies	4,351,128	5,824,148	(1,473,020)	-34%
Capital Outlay	34,773	11,376	23,397	67%
Contractual	426,761	728,063	(301,302)	-71%
Total Other Operating	4,812,662	6,563,587	(1,750,925)	-36%
Indirect Costs/Cost Allocations	2,385,871	1,482,820	903,051	38%
Transfers IN	(594,193)	(528,910)	(65,282)	11%
Transfers OUT	575,812	528,910	46,902	8%
Total Transfers	2,367,490	1,482,820	884,671	37%
Net Position	(2,036,232)	(1,154,373)	881,860	-43%

REVENUES & EXPENSES

FQHC Total Revenue by Type



FQHC Total Expense by Type

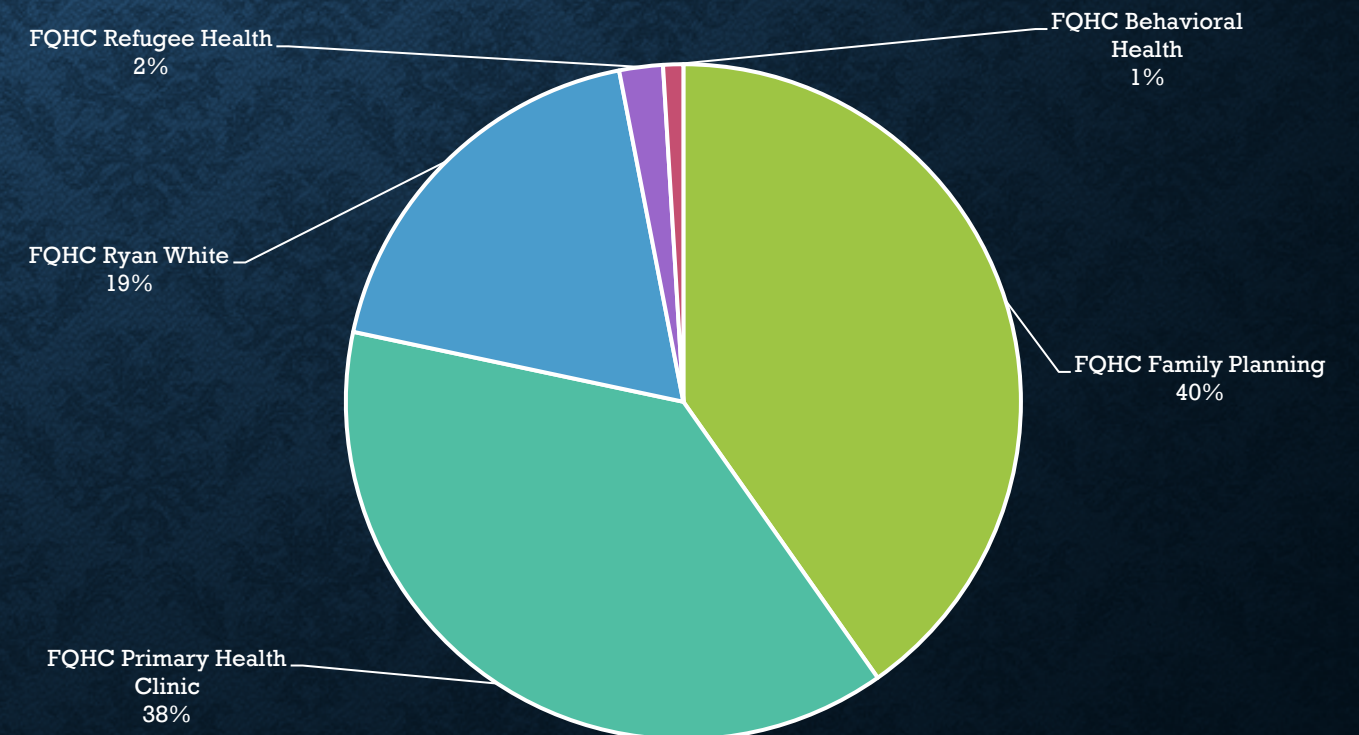
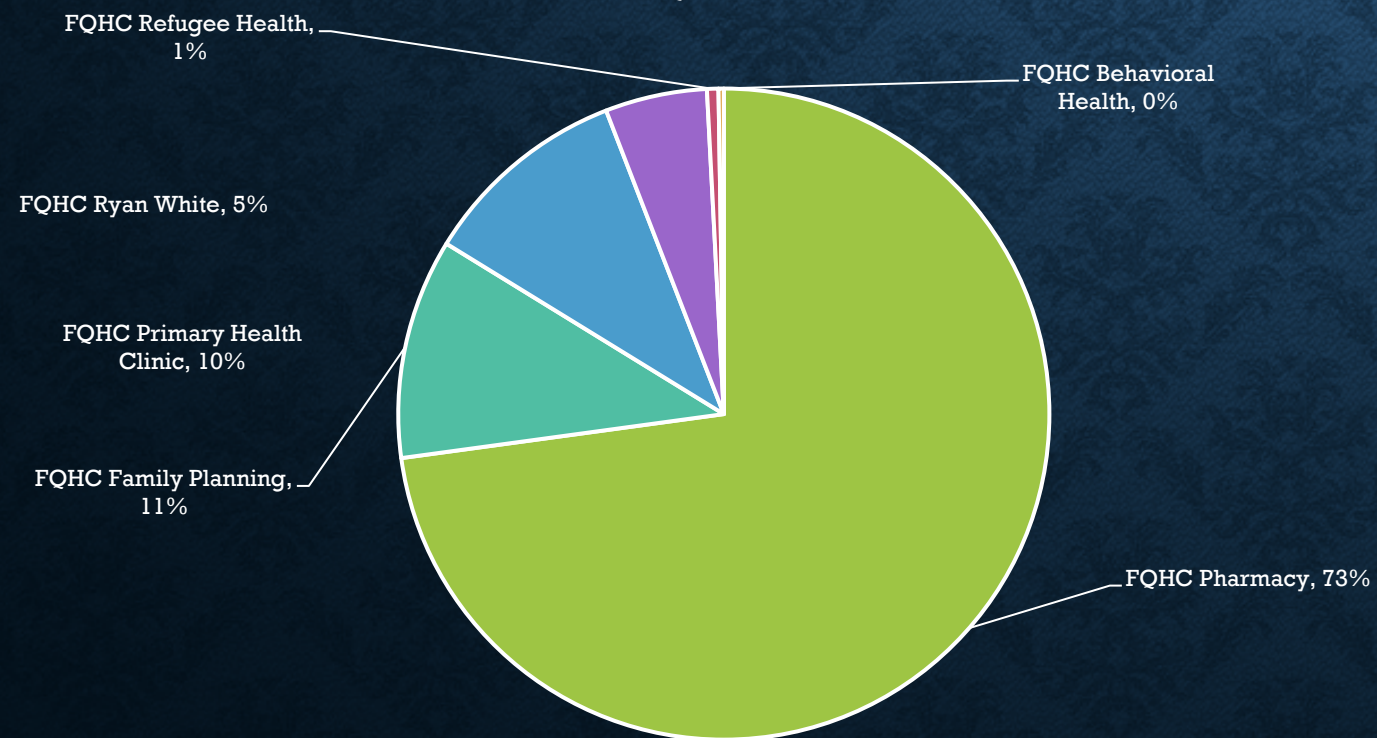


FQHC – Revenue by Department

Department	November Budget	November Actual	Variance	%
Charges for Services (+ Wrap)				
Family Planning	169,240	135,660	(33,580)	-20%
Pharmacy	5,373,893	7,018,259	1,644,366	31%
Primary Health	260,815	75,333	(185,482)	-71%
Ryan White	598	64,673	64,075	N/A
Refugee Health	23,188	28,040	4,853	21%
Other	-	66,444	66,444	0%
OPERATING REVENUE	5,827,734	7,388,409	(1,560,675)	-27%
Grants				
Family Planning	1,170,876	998,226	(172,650)	-15%
Pharmacy	80,420	-	(80,420)	-100%
Primary Health	1,066,732	927,766	(138,966)	-13%
Ryan White	751,415	500,078	(251,338)	-33%
Refugee Health	132,191	26,950	(105,241)	-80%
Other	-	-	-	0%
SPECIAL REVENUE	3,201,635	2,453,019	748,616	23%
TOTAL REVENUE	9,029,369	9,841,428	812,059	9%

Total FQHC Revenue

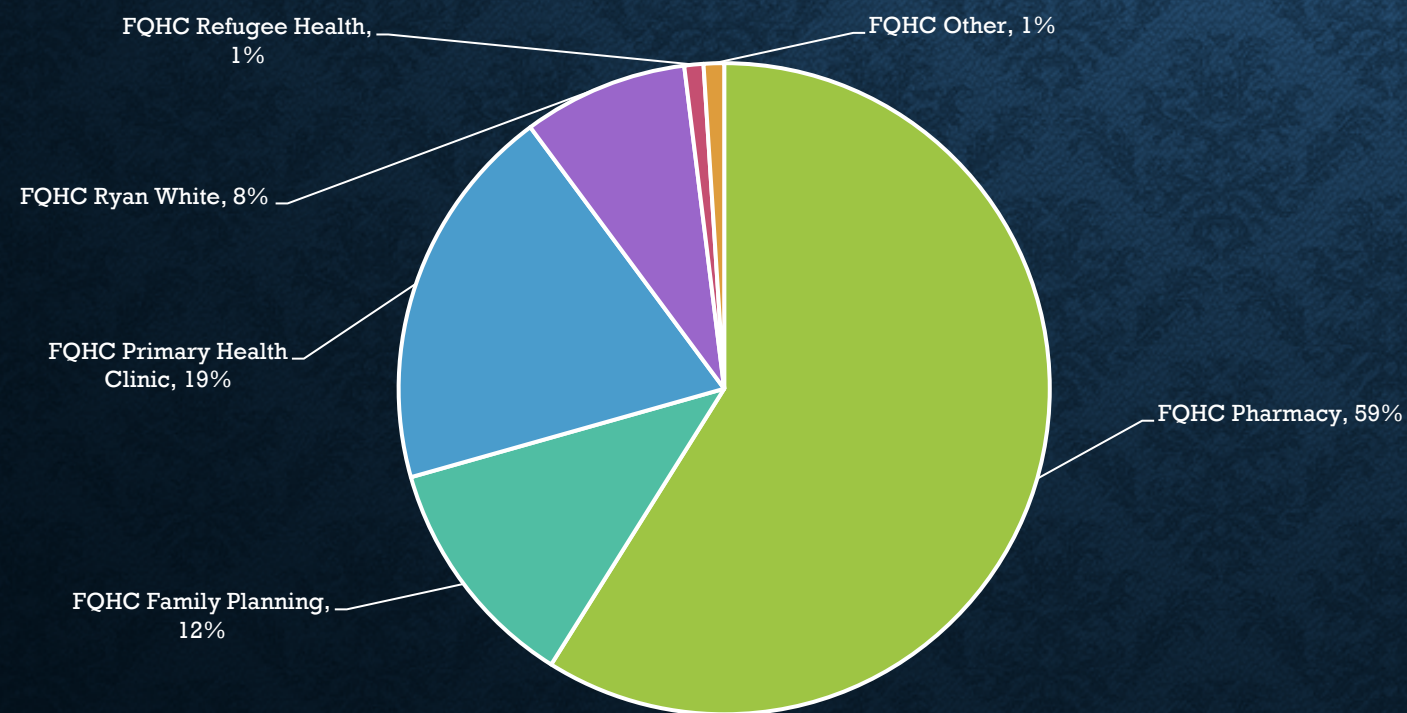
Total FQHC Revenue



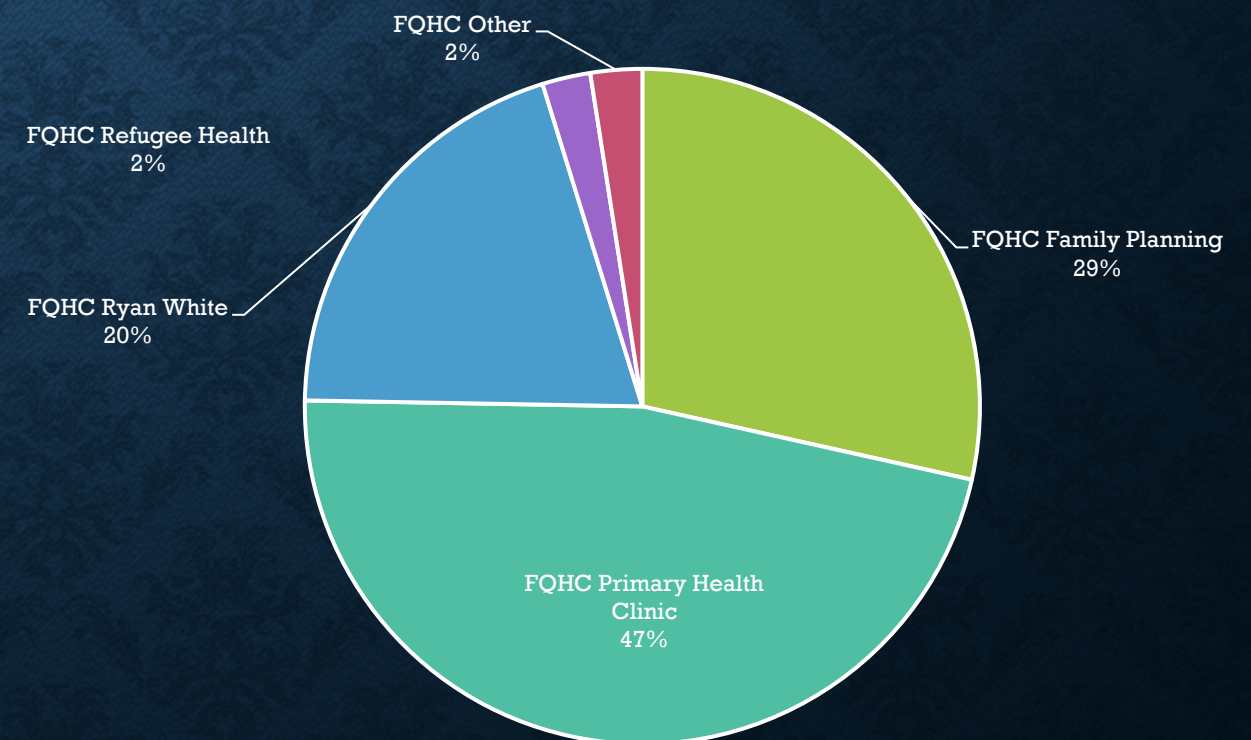
FQHC – Expenses by Department

Department	November Budget	November Actual	Variance	%
Employment (Salaries, Fringe, Training)				
Family Planning	905,619	668,931	(236,689)	-26%
Pharmacy	123,259	110,977	(12,282)	-10%
Primary Health	1,703,467	1,303,486	(399,981)	-23%
Ryan White	930,750	722,540	(208,210)	-22%
Refugee Health	106,860	49,236	(57,623)	-54%
Other	115,495	94,222	(21,273)	-18%
Total Personnel Costs	3,885,449	2,949,392	936,058	24%
Other (Supplies, Contractual, Capital)				
Family Planning	285,337	459,453	174,116	61%
Pharmacy	3,957,191	5,431,058	1,473,867	37%
Primary Health	319,078	535,146	216,068	68%
Ryan White	143,036	74,326	(68,710)	-48%
Refugee Health	72,777	40,336	(32,440)	-45%
Other	35,245	23,268	(11,977)	-34%
Total Other Expenses	4,812,662	6,563,587	(1,750,925)	-36%
TOTAL OPERATING EXPENSES	8,698,111	9,512,979	814,868	9%
Indirect Costs/Cost Allocations	2,385,871	1,482,820	(1,348,063)	-47%
Transfers IN	(594,193)	(528,910)	161,325	-23%
Transfers OUT	575,812	528,910	(139,268)	-20%
Total Transfers & Allocations	2,367,490	1,482,820	884,671	37%

Total FQHC Expenses

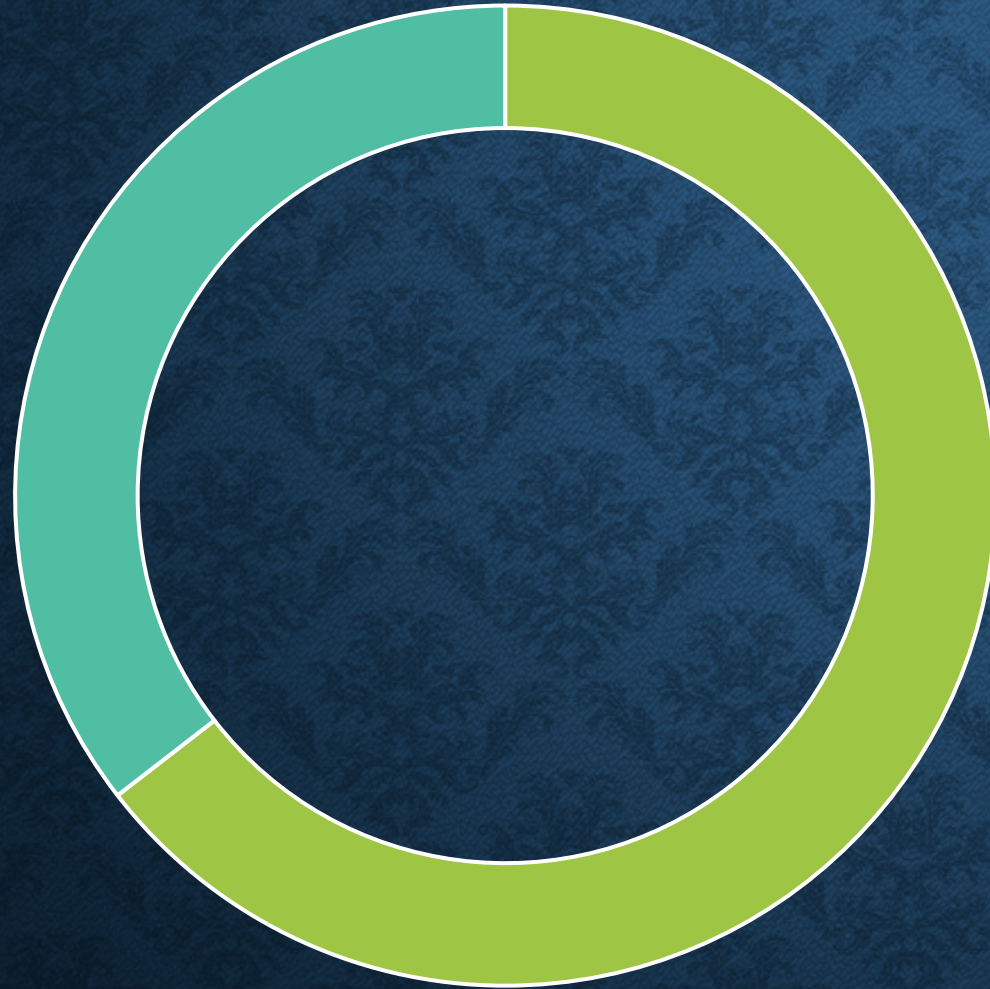


Total FQHC Expenses (w/o Pharmacy)



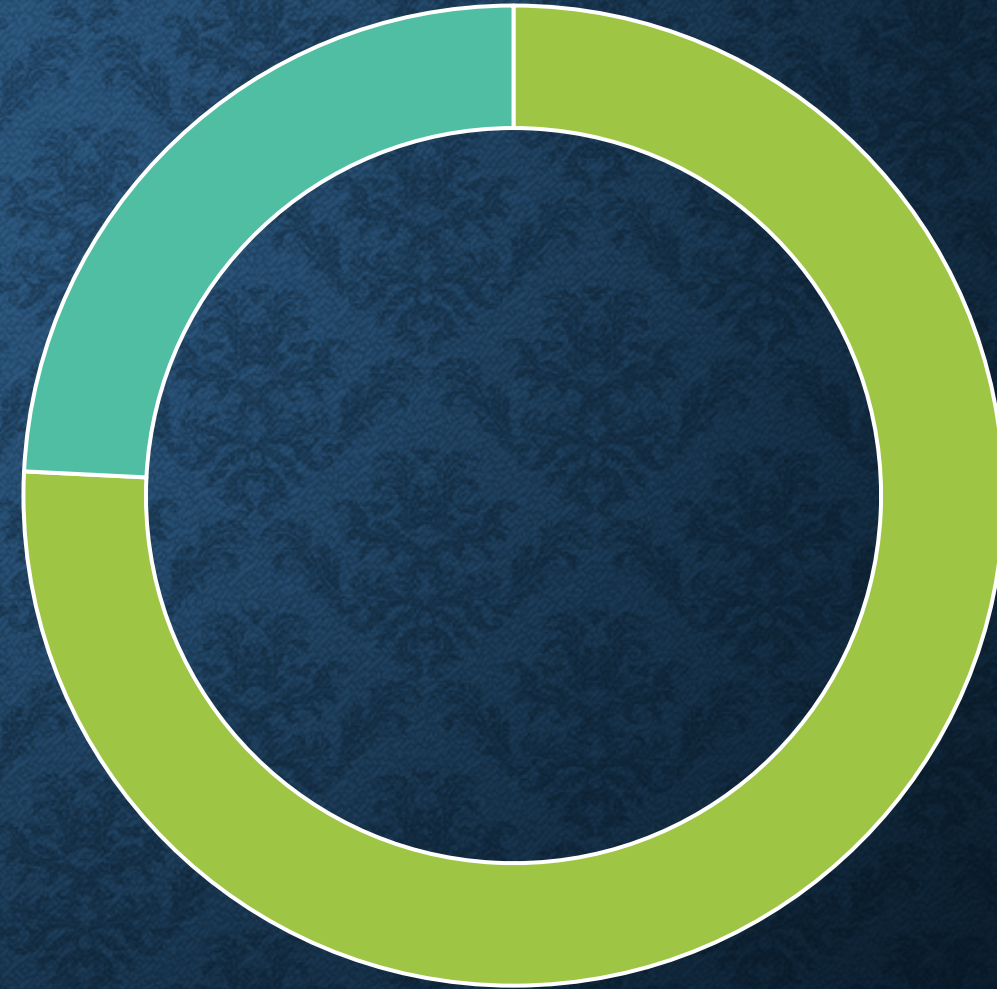
FQHC – REVENUE BY FUND

Budget Revenue



■ Operating ■ Grant

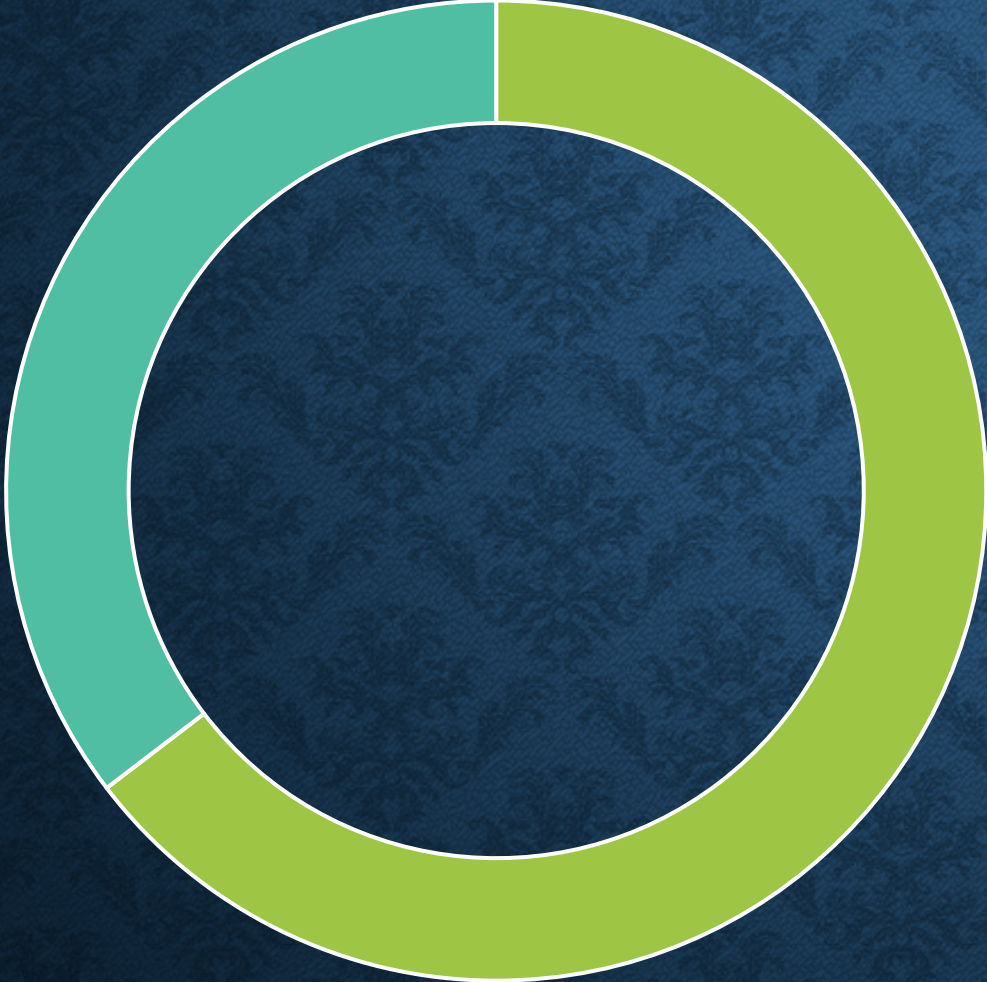
Actual Revenue



■ Operating ■ Grant

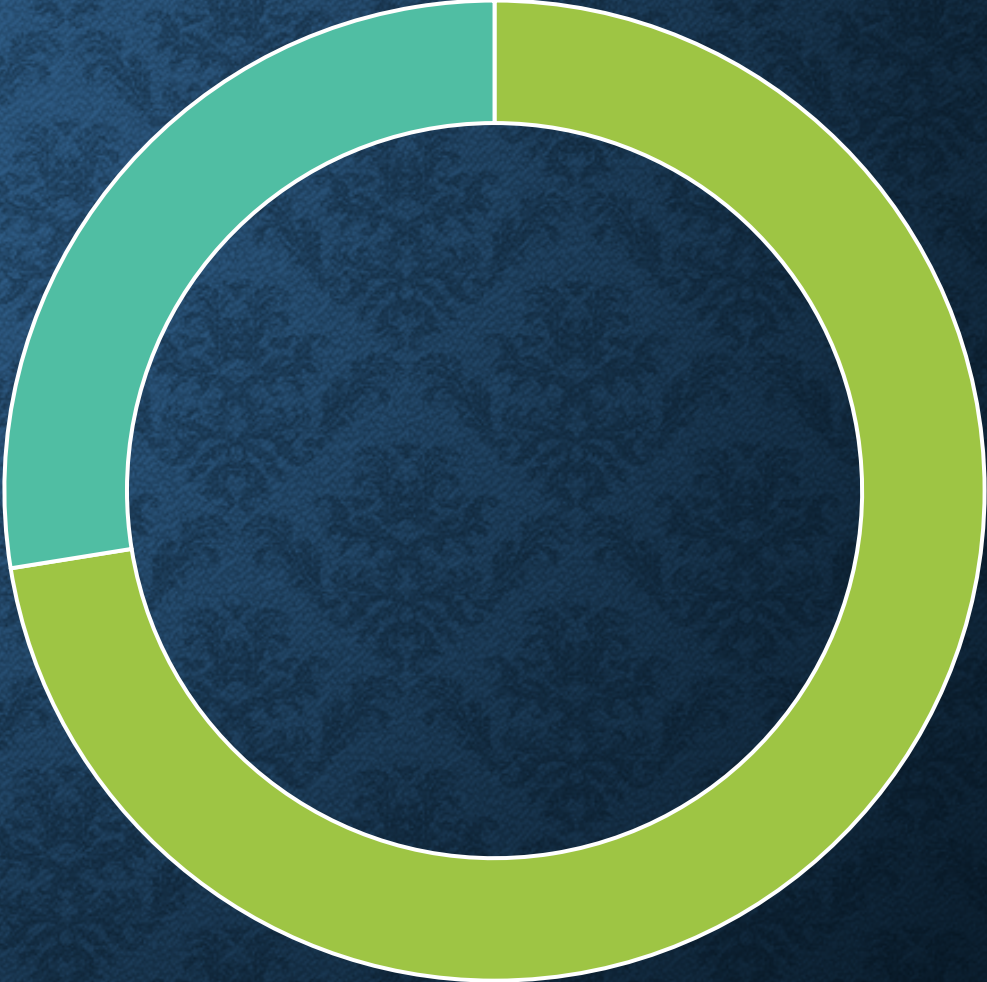
FQHC – EXPENSES BY FUND

Budget Expenses



■ Operating ■ Grant

Actual Expenses



■ Operating ■ Grant

QUESTIONS?

**Motion to Approve the November
2022 YTD Financial Report.**



FQHC FINANCIAL REPORT

Results as of December 31, 2022

FQHC FINANCIAL REPORT

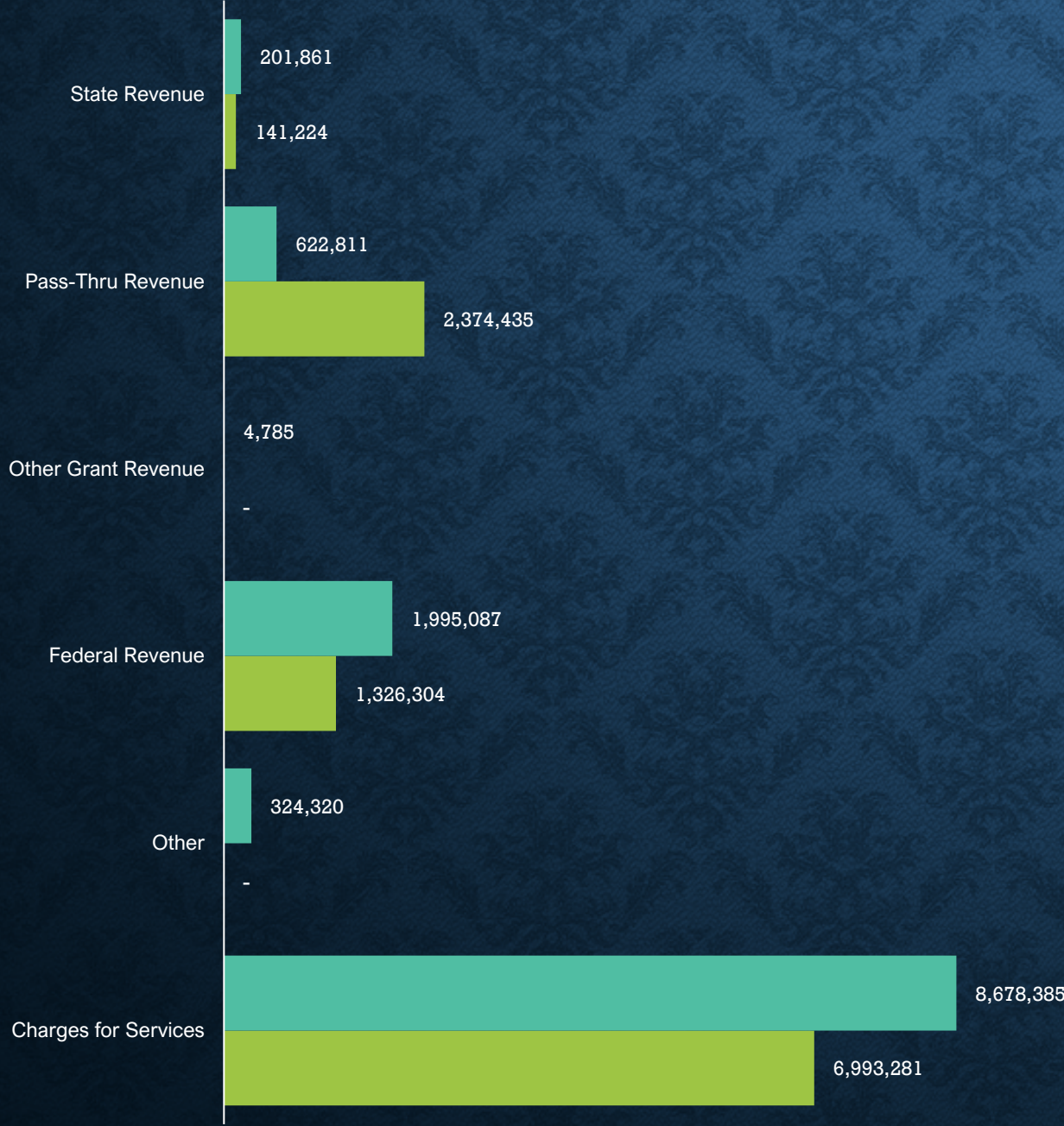
Results as of December 31, 2022

FQHC Division – All Programs

	December Budget	December Actual	Variance	%
Charges for Services	6,993,281	8,678,385	1,685,104	24%
Other	-	324,320	-	0%
Federal Revenue	1,326,304	1,995,087	668,783	50%
Other Grant Revenue	-	4,785	-	0%
Pass-Thru Revenue	2,374,435	622,811	(1,751,624)	-74%
State Revenue	141,224	201,861	60,637	43%
Total FQHC Revenue	10,835,244	11,827,250	992,006	9%
Salaries	3,239,372	2,733,006	(506,365)	-16%
Taxes & Fringe Benefits	1,376,732	1,094,980	(281,752)	-20%
Travel & Training	46,436	40,768	(5,667)	-12%
Total Salaries & Benefits	4,662,539	3,868,755	(793,784)	-17%
Supplies	5,221,354	6,888,640	1,667,286	32%
Capital Outlay	41,728	11,376	(30,352)	-73%
Contractual	512,113	838,529	326,416	64%
Total Other Operating	5,775,195	7,738,544	1,963,350	34%
Indirect Costs/Cost Allocations	2,863,045	1,514,982	903,051	39%
Transfers IN	(713,031)	(551,706)	(65,282)	11%
Transfers OUT	690,975	551,706	46,902	8%
Total Transfers	2,840,989	1,514,982	(1,326,006)	-47%
Net Position	(2,443,478)	(1,295,032)	1,148,446	-47%

REVENUES & EXPENSES

FQHC Total Revenue by Type



Actual Budget

FQHC Total Expense by Type

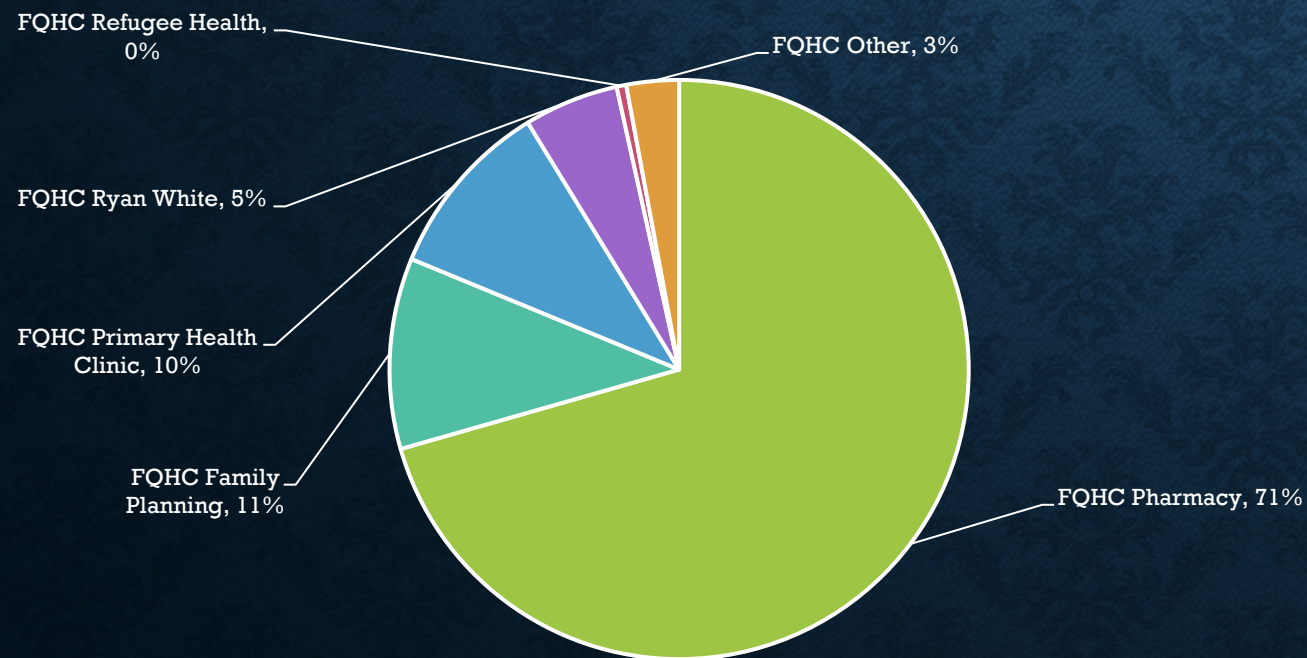


Actual Budget

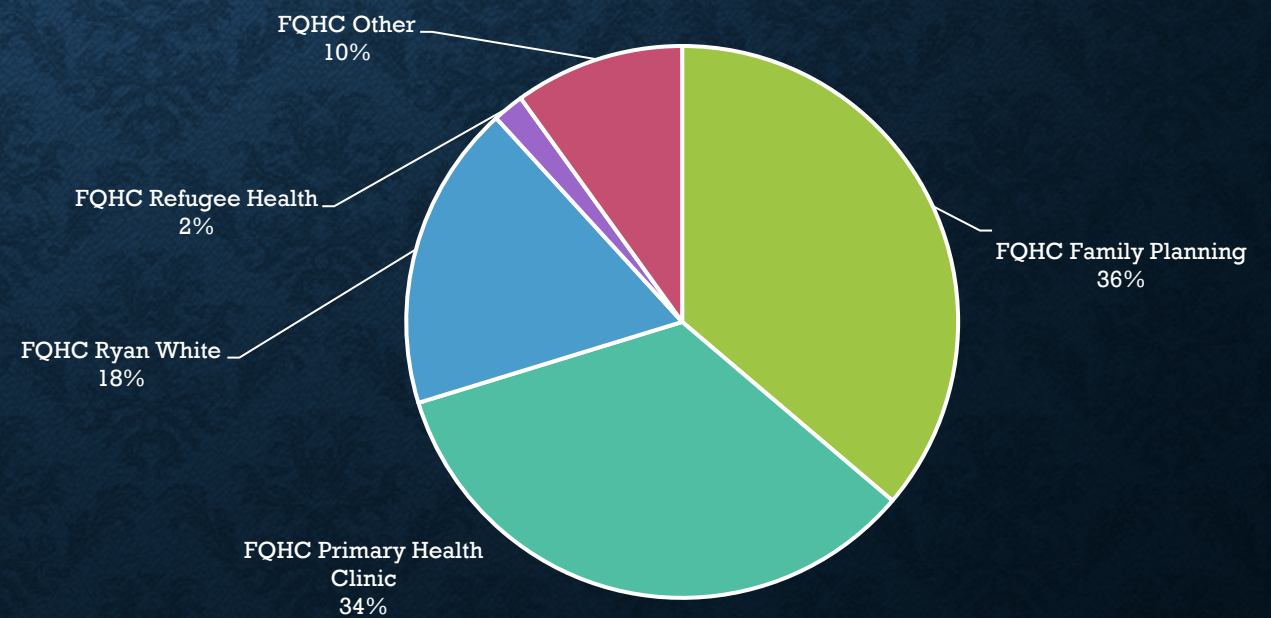
FQHC – Revenue by Department

Department	December Budget	December Actual	Variance	%
Charges for Services (+ Wrap)				
Family Planning	221,000	138,690	(82,310)	-37%
Pharmacy	6,417,486	8,347,045	1,929,559	30%
Primary Health	330,890	78,023	(252,867)	-76%
Ryan White	718	64,673	63,956	N/A
Refugee Health	23,188	28,040	4,853	21%
Other	-	346,234	346,234	0%
OPERATING REVENUE	6,993,281	9,002,705	(2,009,424)	-29%
Grants				
Family Planning	1,431,490	1,121,556	(309,933)	-22%
Pharmacy	96,505	-	(96,505)	N/A
Primary Health	1,280,078	1,106,998	(173,080)	-14%
Ryan White	901,699	560,515	(341,183)	-38%
Refugee Health	132,191	35,475	(96,716)	-73%
Other	-	-	-	0%
SPECIAL REVENUE	3,841,962	2,824,544	1,017,418	26%
TOTAL REVENUE	10,835,243	11,827,250	992,007	9%

Total FQHC Revenue



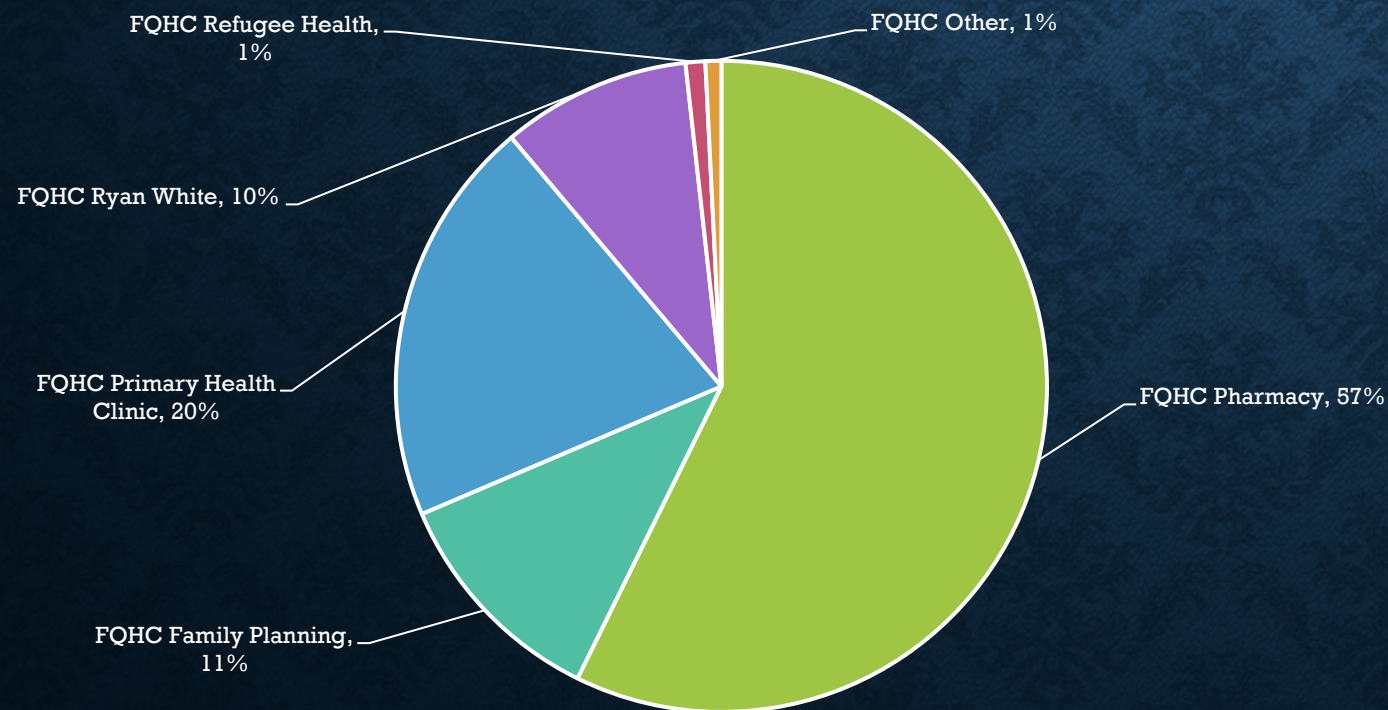
Total FQHC Revenue (w/o Pharmacy)



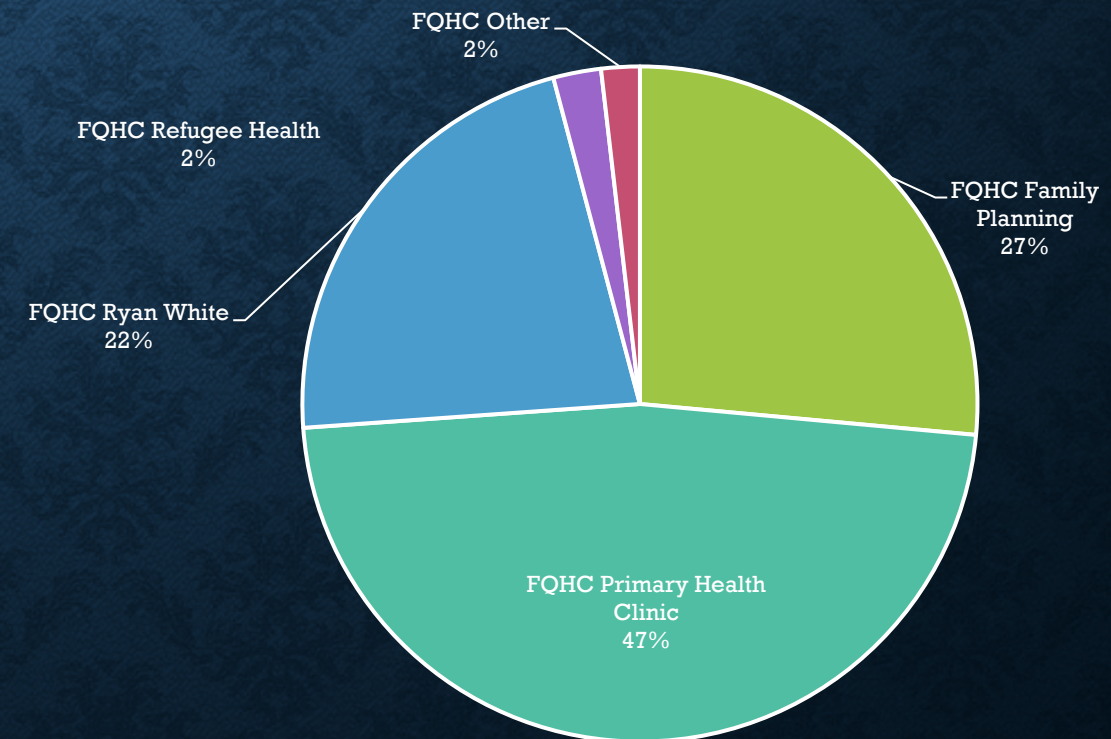
FQHC – Expenses by Department

Department	December Budget	December Actual	Variance	%
Employment (Salaries, Fringe, Training)				
Family Planning	1,086,743	845,373	(241,370)	-22%
Pharmacy	147,911	144,019	(3,892)	-3%
Primary Health	2,042,905	1,713,228	(329,677)	-16%
Ryan White	1,116,900	1,009,610	(107,290)	-10%
Refugee Health	106,860	62,083	(44,776)	-42%
Other	138,594	90,131	(48,463)	-35%
Total Personnel Costs	4,662,539	3,868,755	793,784	17%
Other (Supplies, Contractual, Capital)				
Family Planning	342,404	466,006	123,602	36%
Pharmacy	4,722,279	6,502,574	1,780,295	38%
Primary Health	382,893	636,353	253,460	66%
Ryan White	171,643	80,378	(91,265)	-53%
Refugee Health	72,777	51,288	(21,489)	-30%
Other	42,294	1,177	(41,117)	-97%
Total Other Expenses	5,775,194	7,738,544	(1,963,350)	-34%
TOTAL OPERATING EXPENSES	10,437,734	11,607,299	1,169,566	11%
Indirect Costs/Cost Allocations	2,863,045	1,514,982	(1,348,063)	-47%
Transfers IN	(713,031)	(551,706)	161,325	-23%
Transfers OUT	690,975	551,706	(139,268)	-20%
Total Transfers & Allocations	2,840,989	1,514,982	1,326,006	47%

Total FQHC Expenses



Total FQHC Expenses (w/o Pharmacy)



FQHC - GENERAL FUND

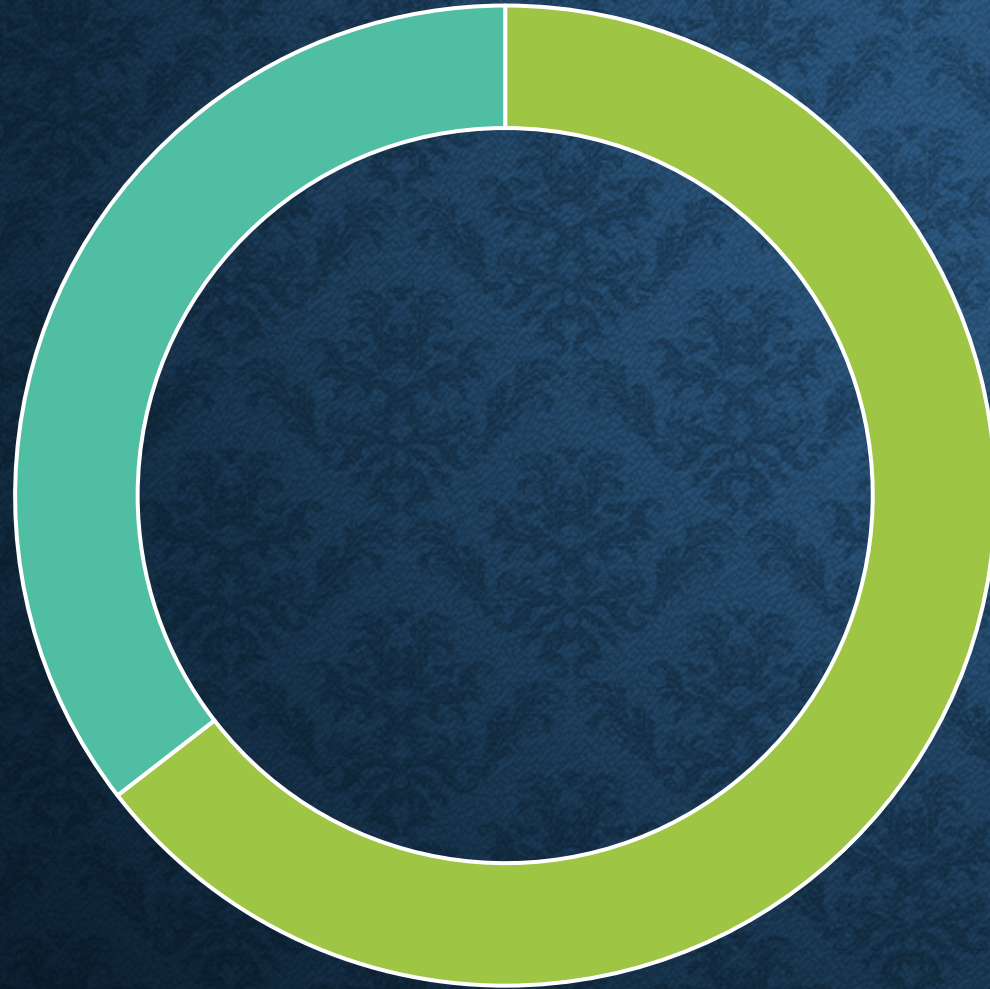
FQHC - Operating	General Fund	Budget Through December 2022	Actual Through December 2022	Variance	+/- %
Revenues					
	Charges for Services	6,993,281	9,002,705	2,009,424	28.7%
	Total Revenue	6,993,281	9,002,705	2,009,424	28.7%
Expenses					
	Salaries	1,107,120	1,073,951	33,168	3.0%
	Taxes & Fringe Benefits	470,525	415,870	54,655	11.6%
	Travel & Training	23,457	7,400	16,057	68.5%
	Total Personnel Costs	1,601,101	1,497,221	103,880	6.5%
	Supplies	4,836,596	6,609,465	(1,772,869)	-36.7%
	Capital Outlay	5,000	-	5,000	100.0%
	Contractual	302,319	243,824	58,495	19.3%
	Other	-	-	-	0.0%
	Total Other Expenses	5,143,915	6,853,289	(1,709,374)	-33.2%
	Indirect Costs/Cost Allocatio	2,000,770	847,093	1,153,676	57.7%
	Transfers IN	-	(2,812)	2,812	0.0%
	Transfers OUT	690,975	548,895	142,080	20.6%
	Total Transfers & Allocat	2,691,744	1,393,176	1,298,568	48.2%
Net Position		(2,443,479)	(740,981)	1,702,498	-69.7%

FQHC – SPECIAL REVENUE FUND

FQHC - Operating	Special Revenue	Budget Through December 2022	Actual Through December 2022	Variance	+/- %
Revenues	Grant Funding Sources				
	Grants	3,841,962	2,824,544	(1,017,418)	-26.5%
	Total Revenue	3,841,962	2,824,544	(1,017,418)	-26.5%
Expenses					
	Salaries	2,132,252	1,665,502	466,750	21.9%
	Taxes & Fringe Benefits	906,207	681,082	225,125	24.8%
	Travel & Training	22,979	33,368	(10,389)	-45.2%
	Total Personnel Costs	3,061,438	2,379,952	681,486	22.3%
	Supplies	384,758	279,175	105,583	27.4%
	Capital Outlay	36,728	11,376	25,352	69.0%
	Contractual	209,794	606,237	(396,443)	-189.0%
	Other	-	-	-	0.0%
	Total Other Expenses	631,280	896,788	(265,508)	-42.1%
	Indirect Costs/Cost Allocatio	862,276	667,889	194,386	22.5%
	Transfers IN	(713,031)	(548,895)	(164,136)	23.0%
	Transfers OUT	-	2,812	(2,812)	0.0%
	Total Transfers & Allocat	149,245	121,806	27,438	18.4%
	Net Position	-	(574,001)	(574,001)	0.0%

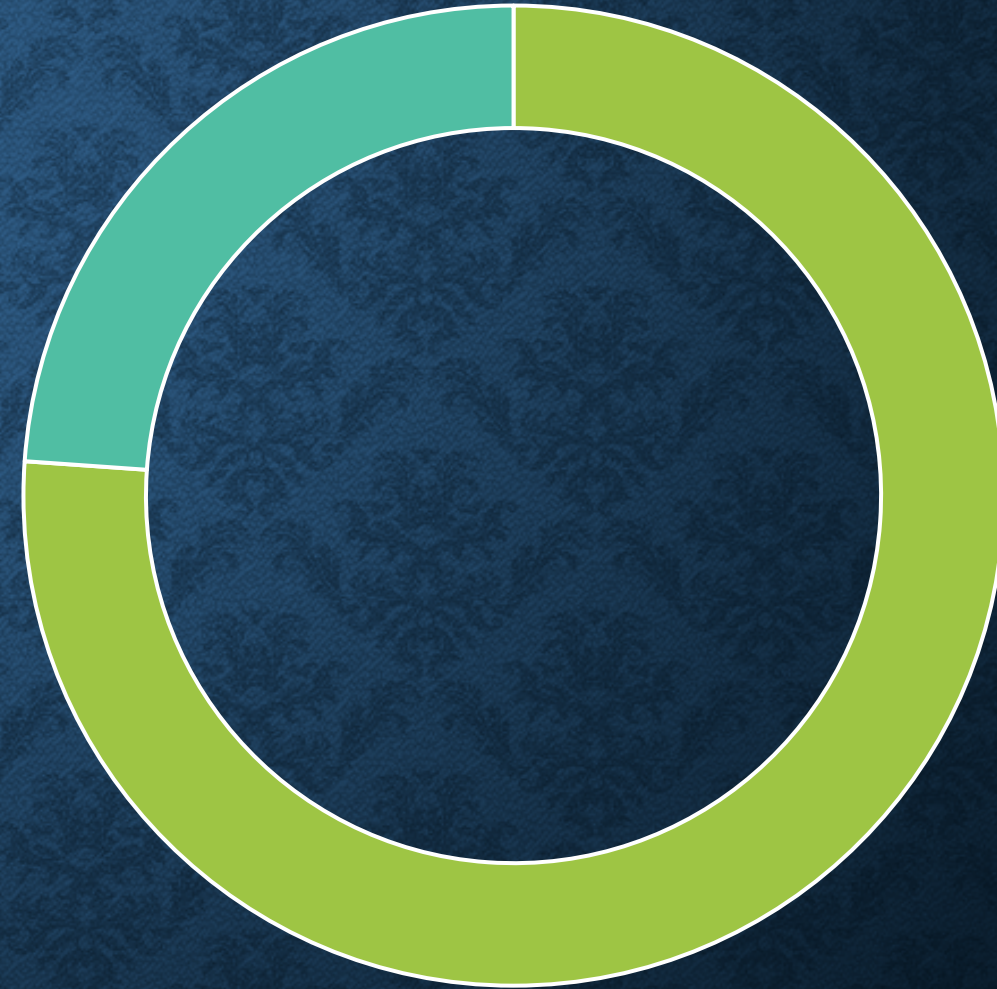
FQHC – REVENUE BY FUND

Budget Revenue



■ Operating ■ Grant

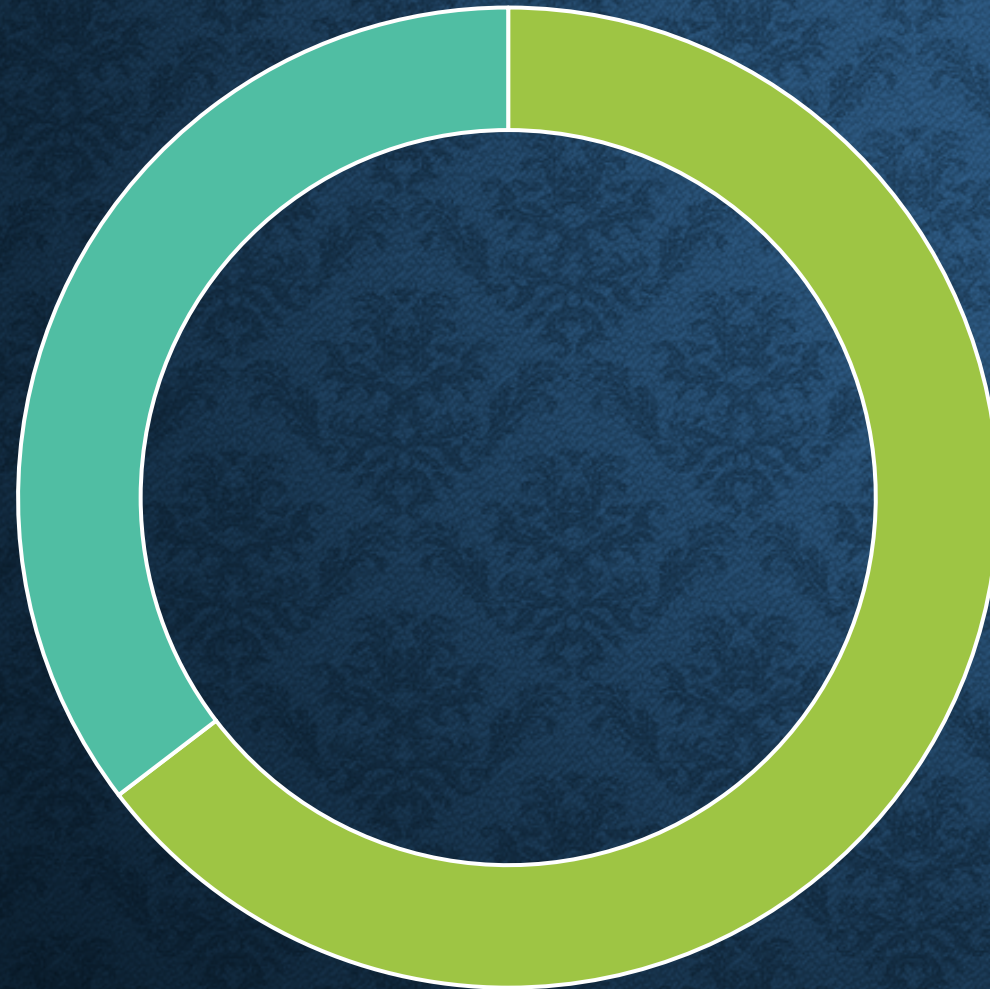
Actual Revenue



■ Operating ■ Grant

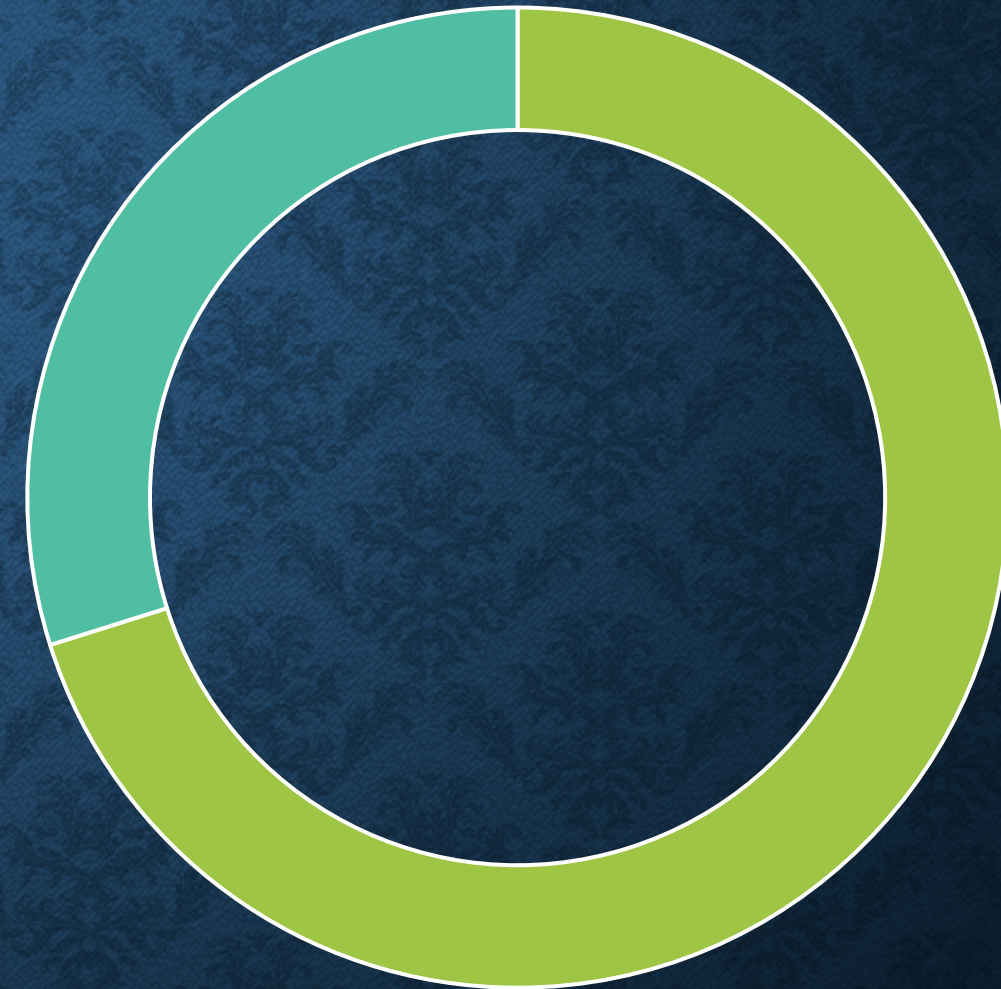
FQHC – EXPENSES BY FUND

Budget Expenses



■ Operating ■ Grant

Actual Expenses



■ Operating ■ Grant

FQHC PROGRAMS

- The FQHC Division includes Administration and Pharmacy
 - Administration does not generate Revenue
 - Pharmacy, by itself is 73% of Total Revenue for the Division
- The Following is Budget to Actual, as of December 31st, for:
 - Administration
 - Behavioral Health
 - Family Planning
 - Primary Health Clinic
 - Refugee Health
 - Ryan White

FQHC PROGRAM HIGHLIGHTS

- The FQHC Division's largest expense category is Supplies – due to Pharmacy Medicine
 - At the program level, the largest expense category is Salaries & Benefits
- Program Level Expenses are all below budget, except for the Supplies and Contractual Category
 - Supplies are over-budget due to volume in Pharmacy, but expenses are offset by additional revenues.

QUESTIONS?

**Motion to Approve the December
2022 YTD Financial Report.**





Committee Assignments

Presenter: Randy Smith

COMMITTEE PARTICIPATION INTEREST FORM - SUMMARY

Executive Committee	Executive Director Annual Review Committee	Finance and Audit Committee	Quality, Credentialing & Risk Management Committee	Nominations Committee	Strategic Planning Committee
Jose Melendrez (Board Chair Required)	Luz Castro	Donna Feliz-Barrows		Luz Castro	Scott Black
Donna Feliz-Barrows	Donna Feliz-Barrows	Father Rafael Pereira		Donna Feliz-Barrows	Luz Castro
Brian Knudsen	Jose Melendrez				Father Rafael Pereira
	Lucille Scott				Jose Melendrez

2020-2022 SNCHC GOVERNING BOARD COMMITTEE MEMBERS

Executive Committee	Executive Director Annual Review Committee	Finance and Audit Committee	Quality, Credentialing & Risk Management Committee	Nominations Committee	
Scott Black (Chair)	Brian Knudsen (Chair)	Scott Black (Chair)	Jose Melendrez	Tim Burch (Chair)	
Erin Breen	Erin Breen	Father Rafael Pereira	Tim Burch	Brian Knudsen	
Jose Melendrez	Father Rafael Pereira			Jose Melendrez	
	Gary Costa				
	Lucille Scott				

Committee Meeting Schedules

- Finance - Monthly
- Quality, Credentialing, & Risk Management - Quarterly
- Executive Director Evaluation - October/November
- Nominating Committee - September

Need to finalizing dates for Finance & Quality committees

Questions?

Motion to approve the Committee Assignments.



Highlights from the January Operational Reports

Presenter: Randy Smith



Unduplicated Patients

- 1,008 unduplicated patients seen in January
- 1,188 medical and behavioral health visits provided

Uniform Data System (UDS) Report

- Annual HRSA UDS Report due - submitted to HRSA
 - Patient demographics
 - Race/Ethnicity/Gender/Income Level
 - Staff composition
 - Position type
 - Number of visits provided
 - Diagnosis, health conditions
 - Finances
 - Expenses & Revenue (payments & grants)
 - Patient Origin Report (review of service area)

2023 Performance Improvement Focus Areas

- **Controlling High Blood Pressure** - Patients 18 through 84 years of age who had a diagnosis of essential hypertension overlapping the measurement period or the year prior to the measurement period with a medical visit during the measurement period. Patient whose most recent blood pressure is adequately controlled (systolic blood pressure less than 140 mmHg and diastolic pressure less than 90 mmHg during the measurement period).
- **Poor Controlled Hemoglobin A1c (HbA1c)** - Patients 18 through 74 years of age with diabetes with a medical visit during the measurement period. Patient whose most recent HbA1c level performed during the measurement period was greater than 9.0% or patients who had no HbA1c test conducted during the measurement period.
- **HIV Screening** - Patient aged 15 through 65 years of age at the start of the measurement period and with at least one outpatient medical visit during the measurement period. Patient with documentation of an HIV test performed on or after their 15th birthday and before their 66th birth.

2023 Performance Improvement Focus Areas (continued)

- **HIV Linkage to Care** - Patients first diagnosed with HIV by the health center between December 1st of the prior year through November 30th of the current measurement period and who had at least one medical visit during the measurement period or prior year. Newly diagnosed HIV patients that received treatment within 30 days of diagnosis. Include patients who were newly diagnosed by the health centers providers and had a medical visit with a health center provider who initiates treatment for HIV or had a visit with a referral resource who initiates treatment for HIV
- **Tobacco Use Screening and Cessation Intervention** - Patient aged 18 years and older seen for a least two medical visits in the measurement period or at least one preventive medical visit during the measurement period. Patients who were screened for tobacco use at lease once within 12 months before the end of the measurement period and who received tobacco cessation intervention if identified as a tobacco user.

Program Updates

- Ryan White program successfully passed its annual administrative, programmatic, and fiscal audit
- Title X - Family Planning audit scheduled for September
- HRSA Grant Project Period ends 1/31/2024
 - Service Area Competition (SAC) grant expected to be released in the next 6-8 weeks
 - Needs Assessment

Program Updates (continued)

- Decatur – Behavioral Health space build out
 - Design and staffing
- Fremont – Pharmacy completion and site visit
- Fremont – Dental clinic

Staffing

- New Family Medicine Physician starts in March 6th
- Recruitment underway for two (2) full-time APRNs
 - Reallocation of FP funds amongst staff
- FY 24 budgeting and revenue analysis
 - Care Team composition
 - Ratio of support staff to providers

Work Standardization

Standard Operating Procedure (SOP)

- Administrative Assistant (Front Office) Roles and Responsibilities - Started
- Advance Directive – Started
- During and After-Hours Call (Abnormal/Critical Reporting) - Draft
- Basic Infertility – Final Draft
- ~~○ Computer Downtime – Final~~
- Bus Passes – Started
- eScribe – Started
- Administrative Assistant (Front Desk) – Started
- Health Information Exchange (HIE) – Started
- Late Arrivals, No-Show, & Same Day Cancellation – Final Draft
- Medical Assistant Roles & Responsibilities – Draft
- Nondirective Counseling & Referral - Final
- Patient Portal – Started
- Prescription Refill – Final
- Prevention, Detection & Control of High Blood Pressure – Final Draft
- Referral Process – Draft
- Ryan White Outpatient Ambulatory Health Services – Final Draft
- ~~○ Ryan White Universal Eligibility – Final~~
- ~~○ Social Determinants of Health (SDoH) – Final~~
- Standing Orders – Started
- Suicide Awareness Process – Draft
- Vaccine Administration – Final Draft

Policies

- Against Medical Advice (SNHD) – Final Draft
- Empanelment (SNCHC) – Draft
- Hospitalization & Patient Transfer (SNHD) – Draft (update existing policy)
- Terminating Physician-Patient Relationship (SNCHC) – Draft

Workflow

- Call Center Appointment Decision Tree – Started
- Chart Audit Process (Form) – Finalizing Process
- Dietitian Referrals Workflow – Started
- Online Registration – Meeting 03.01
- Pregnancy Referral & Tracking – Started
- Telehealth – Finalizing Process

Additional Projects:

- Consolidation of Patient Registration Forms
- ~~● eCW Facilities~~

Questions?

No action required.



SOUTHERN NEVADA
Community
HEALTH CENTER

AT THE SOUTHERN NEVADA HEALTH DISTRICT

Memorandum

Date: February 21, 2023

To: Southern Nevada Community Health Center Governing Board

From: Randy Smith, FQHC Operations Officer *RS*
Fermin Leguen, MD, MPH, District Health Officer *FL*

RE: COMMUNITY HEALTH CENTER FQHC OPERATIONS OFFICER REPORT – JANUARY 2023

Division Information/Highlights: The Southern Nevada Community Health Center, a division of the Southern Nevada Health District, mission is to serve residents of Clark County from underserved communities with appropriate and comprehensive outpatient health and wellness services, emphasizing prevention and education in a culturally respectful environment regardless of the patient's ability to pay.

January Highlights:

Operations

- 1,008 unduplicated patients seen in January.
 - 1,188 medical and behavioral health visits provided
 - 994 were conducted by a license independent practitioner
- Medical records request process transition to the health center Administrative Assistant team underway

Administrative

- Ryan White program successfully passed its annual administrative, programmatic, and fiscal audit
- HRSA Grant Project Period ends 1/31/2024
 - Service Area Competition (SAC) grant expected to be released in the next 6-8 weeks
- New Family Medicine Physician starts in March
- Recruitment underway for two (2) full-time APRNs
- Annual HRSA UDS Report due mid-February

COVID-19 Vaccine Clinic Facility: COVID-19 Response

- COVID-19 vaccination clinic providing services at Fremont and Decatur
- COVID-19 Services – Additional HRSA funding to support this work through May 2023

HIV / Ryan White Care Program

- A. The Ryan White program received 55 referrals between January 1 and January 31st. There was one (1) pediatric client referred to the MCM (Medical Case Management) program in January and the program received five (5) referrals for pregnant women living with HIV during this time.

- B. There were 466 total service encounters in the month of January provided by the Ryan White program (Linkage Coordinator, Eligibility Workers, Nurse Case Managers, Community Health Workers, Registered Dietitian and Health Educator). There were 254 unduplicated clients served under these programs in January.
- C. The Ryan White ambulatory clinic had a total of 611 visits in the month of January: 37 initial provider visits, 264 established provider visits, 18 telehealth-visits (established clients). There were 31 nurse visits and 261 lab visits. There were 25 Ryan White clients seen under Behavioral Health by the Licensed Clinical Social Workers and the Psychiatric APRN during the month of January.
- D. The Ryan White clinic continues to implement the Rapid stART project, which has a goal of rapid treatment initiation for newly diagnosed patients with HIV. The program continues to receive referrals and accommodate clients on a walk-in basis. There were 15 patients enrolled and seen under the Rapid stART program in January.

Family Planning (FP)

	Jan 2022	Jan 2023		FY 21-22	FY 22-23	
Unduplicated Patients						
Number of Pt: East LV PHC	152	160	↑	799	671	↓
Number of Pt: Decatur PHC	214	323	↑	1,306	1,553	↑
Duplicated Patients						
Number of Pt: East LV PHC	156	168	↑	1,115	1,014	↓
Number of Pt: Decatur PHC	221	348	↑	1,900	2,446	↑

- A. FP Program services at East Las Vegas and Decatur Public Health Centers provided 516 encounters to 483 unduplicated patients.

Pharmacy Services

Pharmacy Services	Jan-22	Jan-23		FY22	FY23	
Client Encounters (Pharmacy)	1068	1184	↑	7313	8097	↑
Prescriptions Filled	1379	1602	↑	9323	10810	↑
Client Clinic Encounters (Pharmacist)	29	64	↑	195	328	↑
Financial Assistance Provided	16	4	↓	76	45	↓
Insurance Assistance Provided	8	4	↓	28	11	↓

- A. Dispensed 1184 prescriptions for 1602 clients.
- B. Pharmacist assessed/counseled 64 clients in clinics.
- C. Assisted four (4) clients to obtain medication financial assistance.
- D. Assisted four (4) clients with insurance approvals.

Eligibility Case Narrative and Monthly Report

Eligibility Monthly Report- EW Team		
January 2023		
Total number of referrals received	183	
Total number of TANF	1	
Total number of applications submitted	Medicaid only: 103	SNAP only: 80

- A. 108 applications were approved, 17 of which were started/pending from December 2022
- B. 29 were denied, four (4) of those were started/pending from December 2022 and 64 are currently pending

Tuberculosis Clinic/Refugee Health Program

Refugee Health Program for the month of January 2023.

Clients seen January 2023	52
Client required medical follow- up for Communicable Diseases	9
Referrals for TB issues	3
Referrals for Chronic Hep B	4
Referrals for STD	2
Pediatric Refugee Exams	3
Clients encounter by program	52
Total for FY22-23	305

Quality & Risk Management

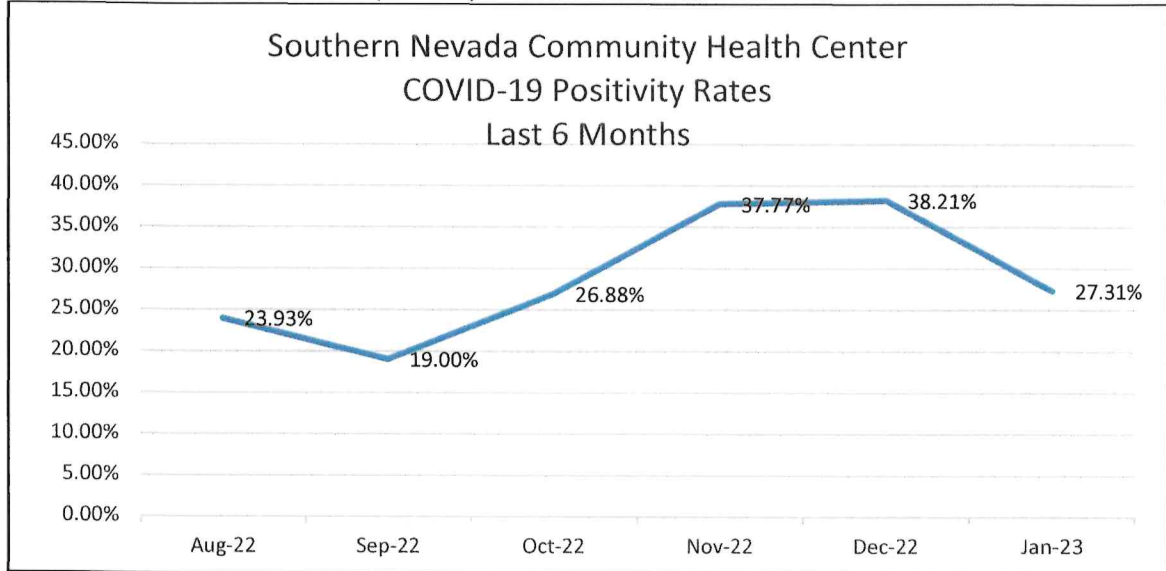
A. Quality

COVID-19 Testing

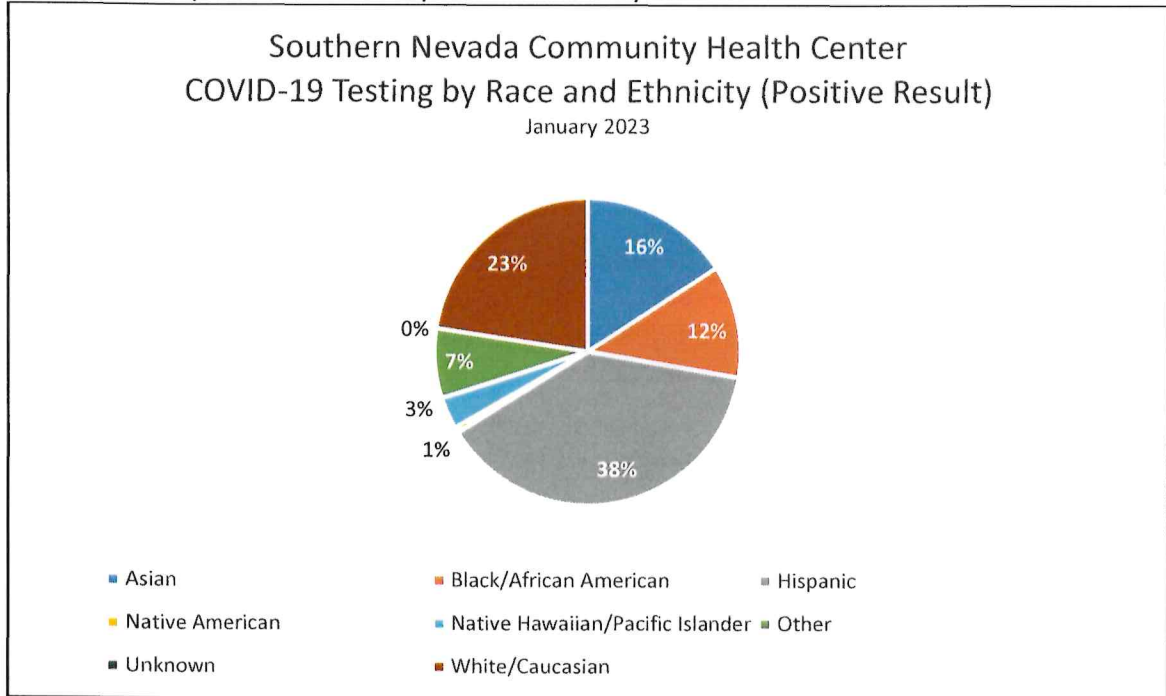
From April 2020 to January 2023 the Southern Nevada Community Health Center completed 98,971 COVID-19 tests, 648 of which were conducted in January of 2023.

The Health Center and the Southern Nevada Health District continue to remind those who are sick to stay home and if they have been in contact with a person who has COVID-19 or think they have been exposed, they should get tested. SNCHC is also providing antiviral medications for appropriate candidates. The Health Center and Health District also encourage those who are medically appropriate to get the COVID-19 vaccine.

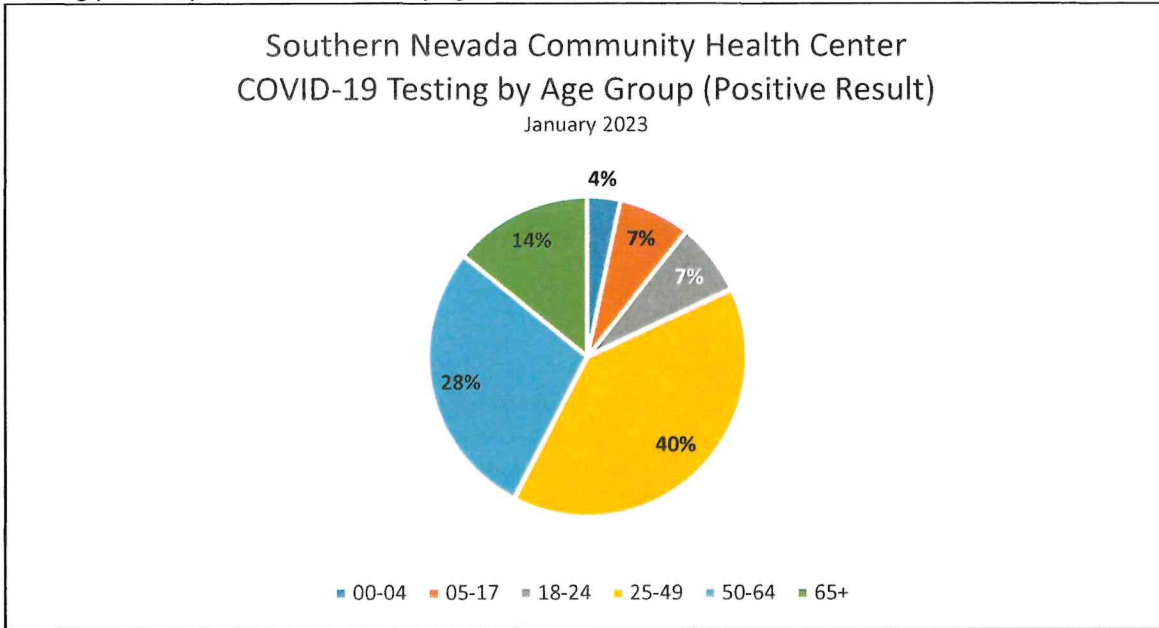
In January 2022, the COVID test positivity rate was 27.31%.



Testing positivity rates broken out by race and ethnicity below:



Testing positivity rates broken out by age below:



B. COVID-19 Vaccine Program and Monkeypox

The Southern Nevada Community Health Center administered 569 COVID-19 doses in the month of January.

The Southern Nevada Community Health Center administered 88 Monkeypox doses in the month of January.

- Unduplicated (Children) Age Less than 18 Refugee – Zero (0)
- Unduplicated (Children) Age Group Less than 18 Family Health Clinic – Two (2)

C. Telehealth

The Health Center saw 66 patients via tele-health or 6.64% of the patients that were seen in our clinics in January.

D. Health Center Visits

The Health Center scheduled 1469 patient appointments in January. Of scheduled patients, 67.67% kept their appointments. There was a 32.33% no-show and same day cancellation rate.

Risk Management

Health Insurance Portability and Accountability Act (HIPAA):

- There were no HIPAA breaches at the Health Center in January.

Exposure Incidents:

- There were no exposure incidents at the Health Center in January.

Medical Events:

- There were two (2) medical events at the Health Center in January.

Patient Satisfaction:

- See attached survey results.

The Health Center continues to receive generally favorable responses from survey participants when asked about ease of scheduling an appointment, wait time to see their provider, care received from providers and staff, understanding of health care instructions following their visit, hours of operation, and recommendation of the Health Center to friends and family.

Health Center Visit Report Summary – January 2023



	Completed Pt Visits		Cancelled Visits		No Show Visits		Telehealth Visits			Total Scheduled Patients				
	Provider Visits						Audio Visit	Televisit	Total Telehealth Visits					
Family Health Clinic	259	17.63%	63	4.29%	114	7.76%	48	72.73%	4	6.06%	52	3.54%	488	33.22%
Behavioral Health Clinic*		0.00%		0.00%		0.00%	3	4.55%		0.00%	3	0.20%	3	0.20%
Family Planning Clinic	273	18.58%	10	0.68%	83	5.65%		0.00%		0.00%	0	0.00%	366	24.91%
Refugee Clinic	61	4.15%	3	0.20%	27	1.84%		0.00%		0.00%	0	0.00%	91	6.19%
Ryan White	335	22.80%	48	3.27%	127	8.65%	1	7.00%	10	15.15%	11	0.75%	521	35.47%
Totals	928	63.17%	124	8.44%	351	23.89%	52	78.79%	14	21.21%	66	4.49%	1469	100.00%

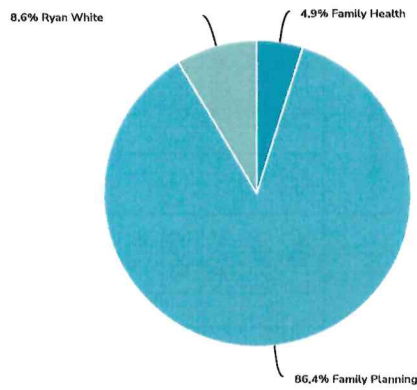
*Visits included in Family Planning Clinic

Report for Southern Nevada Community Health Center (SNCHC) Patient Satisfaction Survey

Response Counts

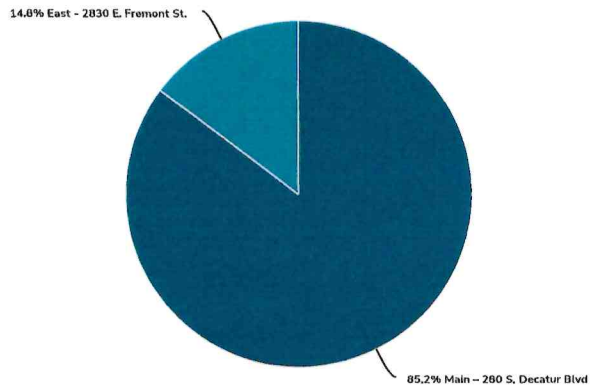
Completion Rate:	96.3%	
	Complete	79
	Partial	3
	Totals:	82

1. Service received during your visit



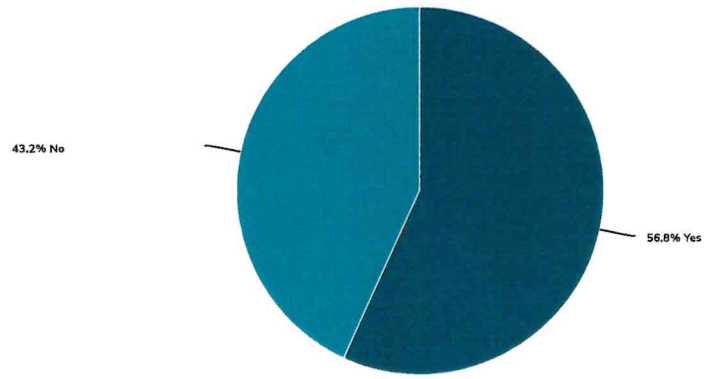
Value	Percent	Responses
Family Health	4.9%	4
Family Planning	86.4%	70
Ryan White	8.6%	7
		Totals: 81

2. Southern Nevada Health District (SNHD) location



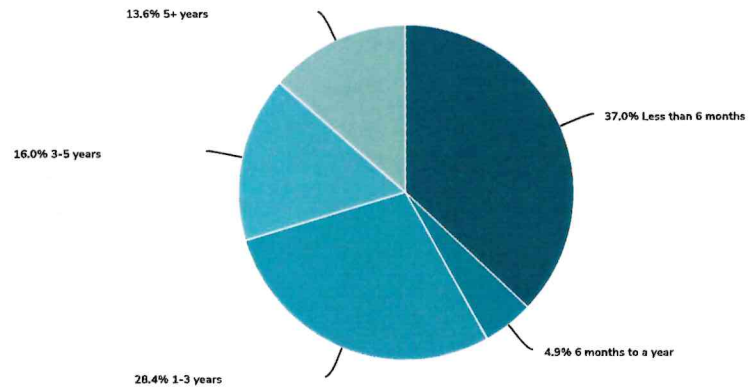
Value	Percent	Responses
Main - 280 S. Decatur Blvd	85.2%	69
East - 2830 E. Fremont St.	14.8%	12
		Totals: 81

3. Do you have health insurance?



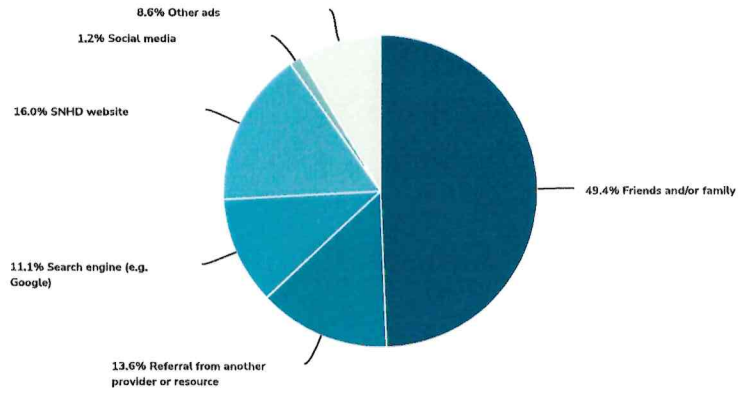
Value	Percent	Responses
Yes	56.8%	46
No	43.2%	35
Totals: 81		

4. How long have you been a patient at the Southern Nevada Health District/Southern Nevada Community Health Center?



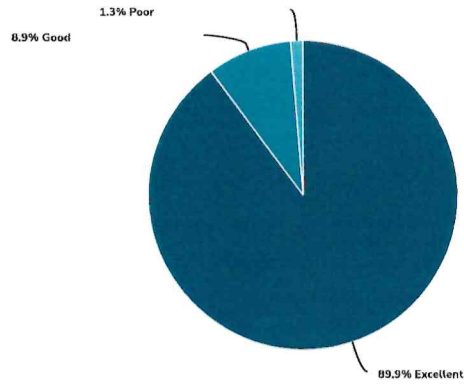
Value	Percent	Responses
Less than 6 months	37.0%	30
6 months to a year	4.9%	4
1-3 years	28.4%	23
3-5 years	16.0%	13
5+ years	13.6%	11
Totals: 81		

5. How did you hear about us?



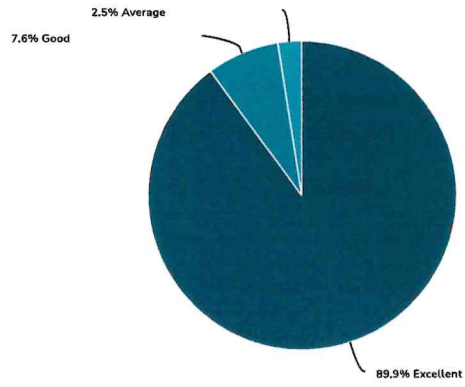
Value	Percent	Responses
Friends and/or family	49.4%	40
Referral from another provider or resource	13.6%	11
Search engine (e.g. Google)	11.1%	9
SNHD website	16.0%	13
Social media	1.2%	1
Other ads	8.6%	7
		Totals: 81

6. Ease of scheduling an appointment



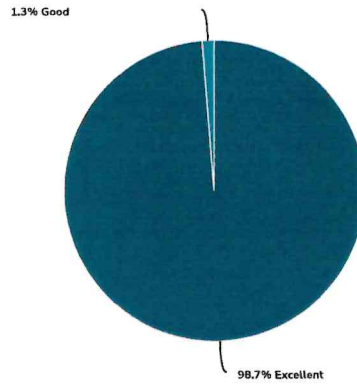
Value	Percent	Responses
Excellent	89.9%	71
Good	8.9%	7
Poor	1.3%	1
		Totals: 79

7. Wait time to see provider



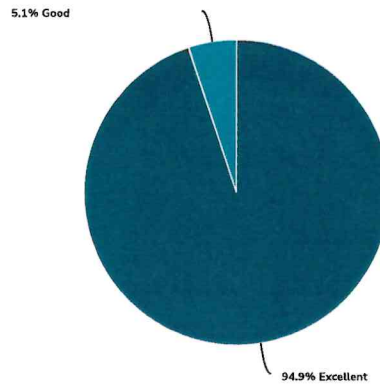
Value	Percent	Responses
Excellent	89.9%	71
Good	7.6%	6
Average	2.5%	2
		Totals: 79

8. Care received from providers and staff



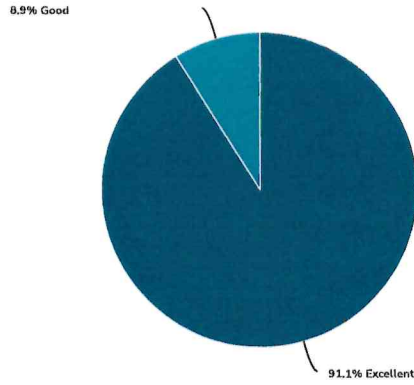
Value	Percent	Responses
Excellent	98.7%	78
Good	1.3%	1
		Totals: 79

9. Understanding of health care instructions following your visit



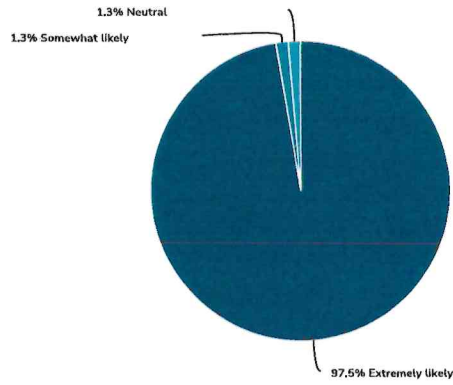
Value	Percent	Responses
Excellent	94.9%	75
Good	5.1%	4
		Totals: 79

10. Hours of operation



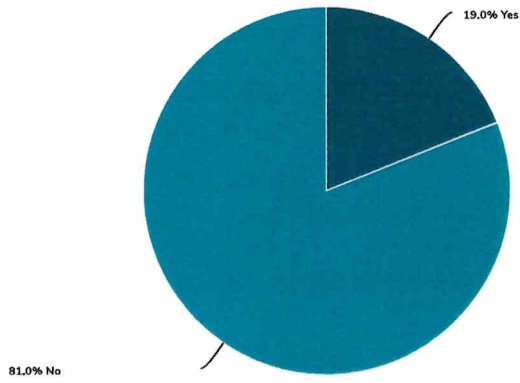
Value	Percent	Responses
Excellent	91.1%	72
Good	8.9%	7
		Totals: 79

11. Recommendation of our health center to friends and family



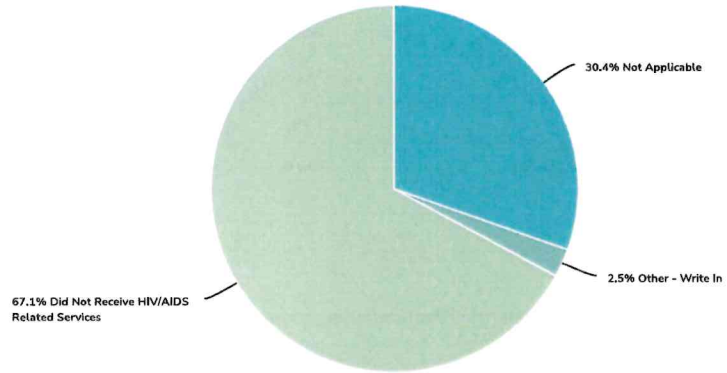
Value	Percent	Responses
Extremely likely	97.5%	77
Somewhat likely	1.3%	1
Neutral	1.3%	1
		Totals: 79

12. Are you visiting today for HIV/AIDS related prevention or treatment services or to received relate information?



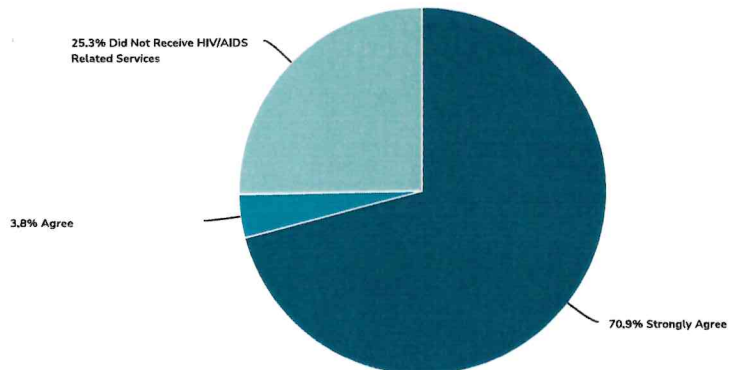
Value	Percent	Responses
Yes	19.0%	15
No	81.0%	64
Totals: 79		

13. Based on your HIV status, at any moment during your visit, did you feel...



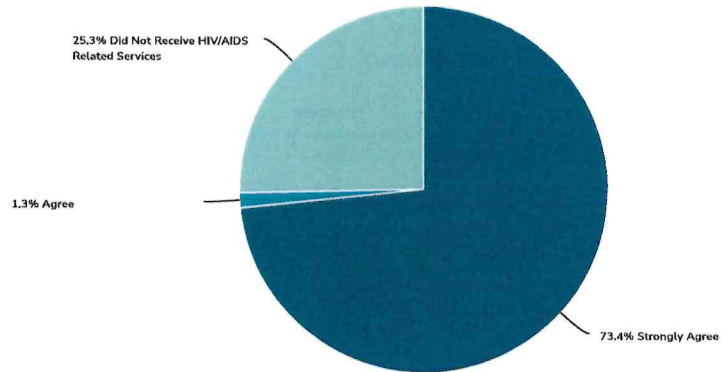
Value	Percent	Responses
Not Applicable	30.4%	24
Other - Write In (click to view)	2.5%	2
Did Not Receive HIV/AIDS Related Services	67.1%	53
Totals: 79		

14. During your visit, did you feel that staff members treated you with care?



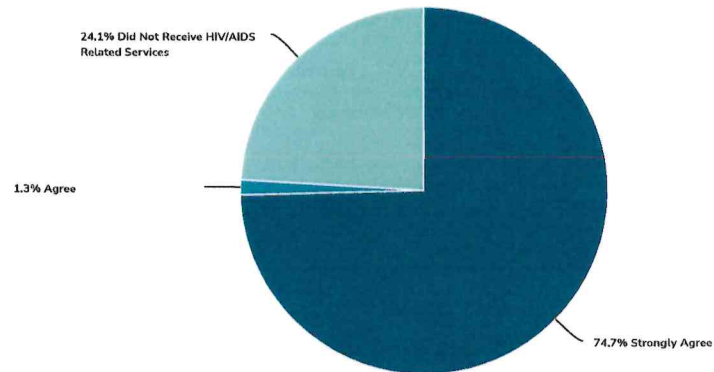
Value	Percent	Responses
Strongly Agree	70.9%	56
Agree	3.8%	3
Did Not Receive HIV/AIDS Related Services	25.3%	20
		Totals: 79

15. During your visit, did you feel that staff members treated you with respect



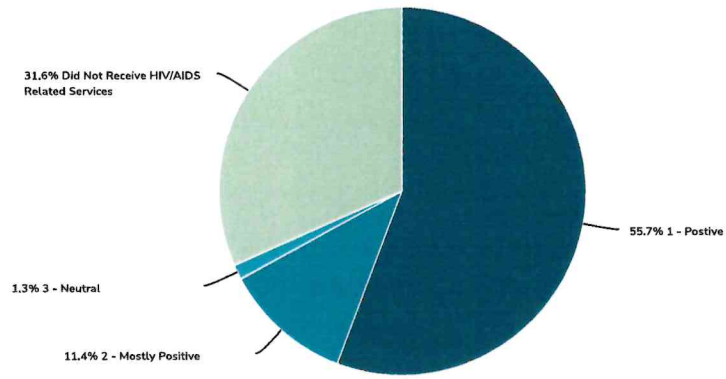
Value	Percent	Responses
Strongly Agree	73.4%	58
Agree	1.3%	1
Did Not Receive HIV/AIDS Related Services	25.3%	20
		Totals: 79

16. During your visit, did you feel that staff members were supportive?



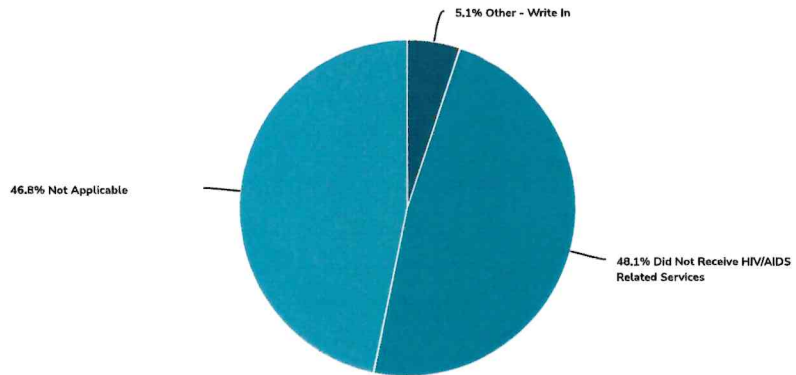
Value	Percent	Responses
Strongly Agree	74.7%	59
Agree	1.3%	1
Did Not Receive HIV/AIDS Related Services	24.1%	19
		Totals: 79

17. On a scale from 1-5, during your visit, did you feel that any staff interactions negatively or positively impacted your likelihood of remaining in care?



Value	Percent	Responses
1 - Postive	55.7%	44
2 - Mostly Positive	11.4%	9
3 - Neutral	1.3%	1
Did Not Receive HIV/AIDS Related Services	31.6%	25
		Totals: 79

18. Please provide any feedback that can help SNCHC staff reduce HIV/AIDS related stigma and create a more welcoming and supportive environment.



Value	Percent	Responses
Other - Write In (click to view)	5.1%	4
Did Not Receive HIV/AIDS Related Services	48.1%	38
Not Applicable	46.8%	37
		Totals: 79

19. Comments



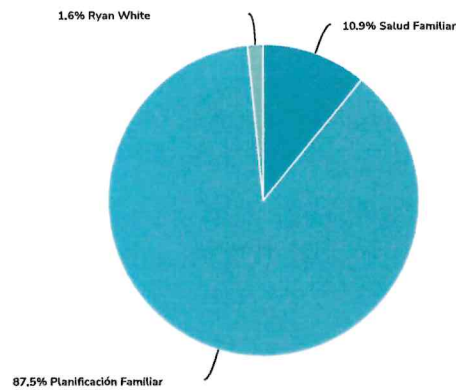
[Show Responses](#)

Report for Distrito de Salud del Sur de Nevada Encuesta de Satisfacción del Paciente (SNCHC)

Response Counts

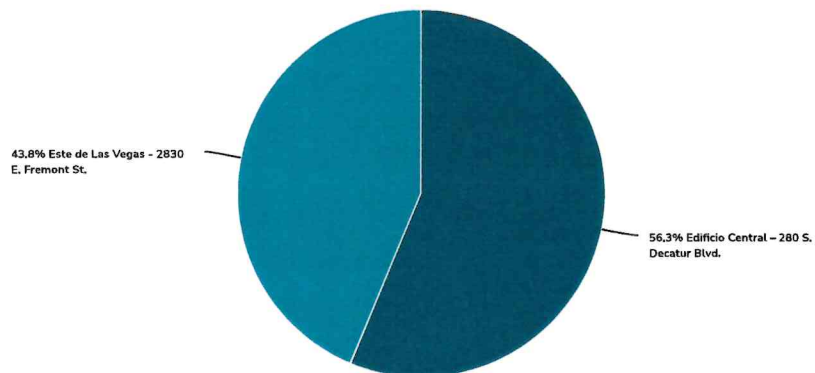
Completion Rate:	92.8%	
Complete		64
Partial		5
		Totals: 69

1. Marque los servicios recibidos durante su visita



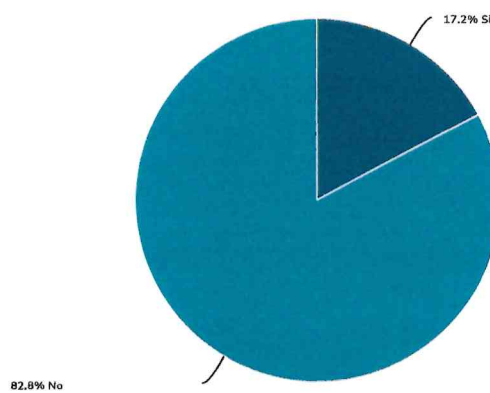
Value	Percent	Responses
Salud Familiar	10.9%	7
Planificación Familiar	87.5%	56
Ryan White	1.6%	1
		Totals: 64

2. ¿En cuál de las localidades del Distrito de Salud recibió los servicios?



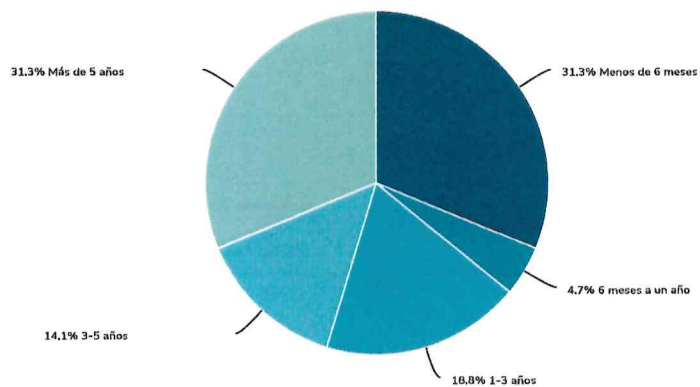
Value	Percent	Responses
Edificio Central - 280 S. Decatur Blvd.	56.3%	36
Este de Las Vegas - 2830 E. Fremont St.	43.8%	28
		Totals: 64

3. ¿Tiene seguro médico?



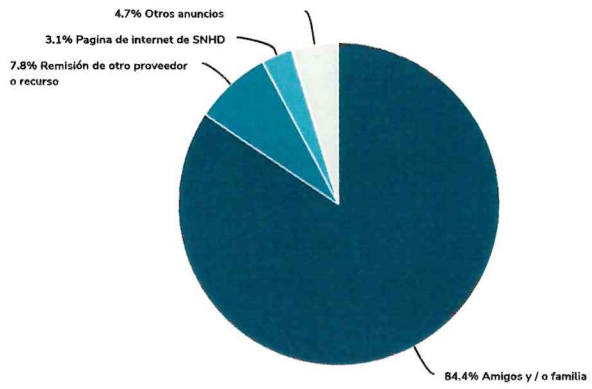
Value	Percent	Responses
Si	17.2%	11
No	82.8%	53
Totals: 64		

4. ¿Cuánto tiempo ha sido usted paciente en el Distrito de Salud del Sur de Nevada/Centro de Salud Comunitario del Sur de Nevada?



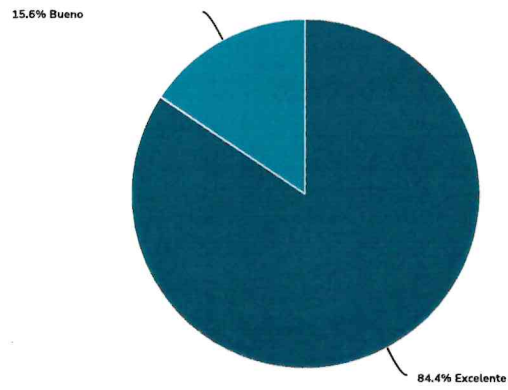
Value	Percent	Responses
Menos de 6 meses	31.3%	20
6 meses a un año	4.7%	3
1-3 años	18.8%	12
3-5 años	14.1%	9
Más de 5 años	31.3%	20
Totals: 64		

5. ¿Como usted supo de nosotros?



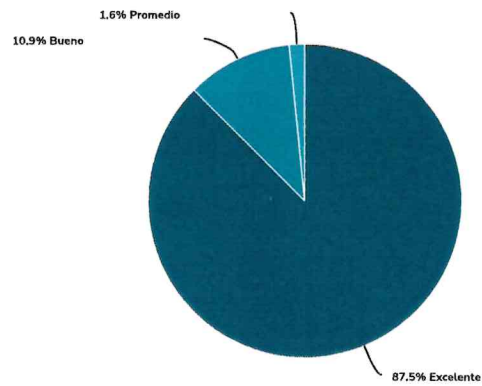
Value	Percent	Responses
Amigos y / o familia	84.4%	54
Remisión de otro proveedor o recurso	7.8%	5
Pagina de internet de SNHD	3.1%	2
Otros anuncios	4.7%	3
Totals: 64		

6. Facilidad para programar una cita



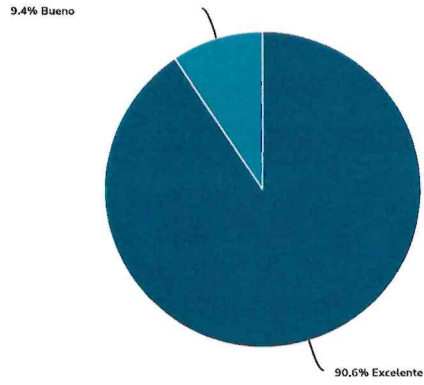
Value	Percent	Responses
Excelente	84.4%	54
Bueno	15.6%	10
Totals: 64		

7. Tiempo de espera para ver a un proveedor de salud



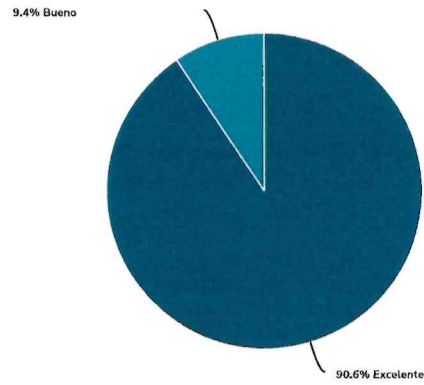
Value	Percent	Responses
Excelente	87.5%	56
Bueno	10.9%	7
Promedio	1.6%	1
		Totals: 64

8. Atención recibida de los proveedores y personal



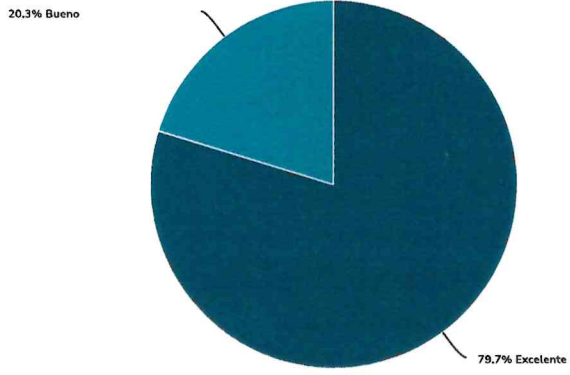
Value	Percent	Responses
Excelente	90.6%	58
Bueno	9.4%	6
		Totals: 64

9. Comprensión de las instrucciones del cuidado de salud después de su visita



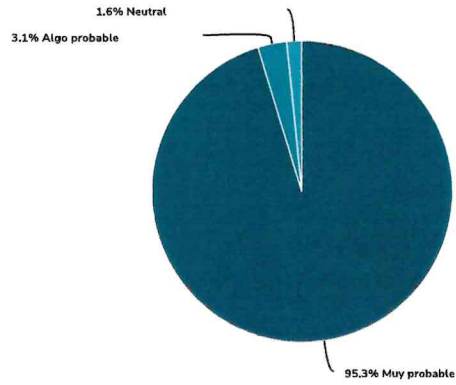
Value	Percent	Responses
Excelente	90.6%	58
Bueno	9.4%	6
		Totals: 64

10. Horarios de operación



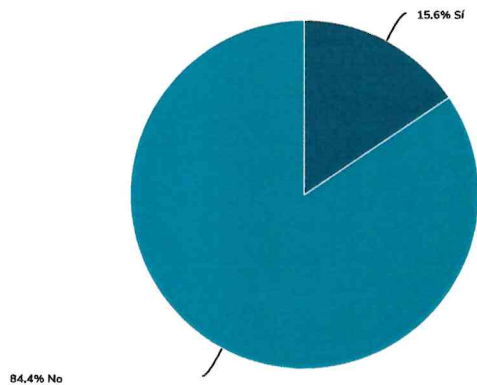
Value	Percent	Responses
Excelente	79.7%	51
Bueno	20.3%	13
		Totals: 64

11. Recomendaría nuestro centro de salud a amigos y familiares



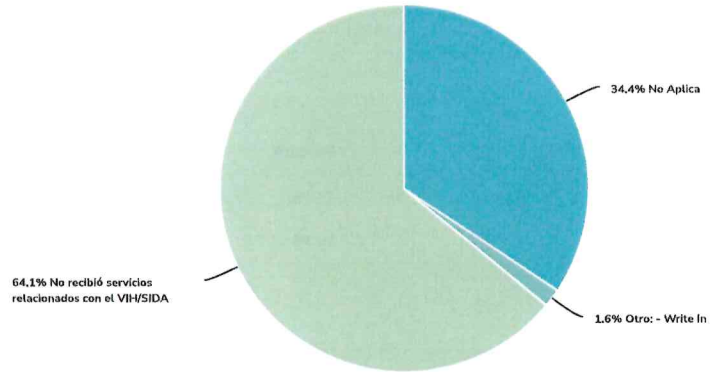
Value	Percent	Responses
Muy probable	95.3%	61
Algo probable	3.1%	2
Neutral	1.6%	1
		Totals: 64

12. ¿Está de visita hoy para recibir servicios de prevención o tratamiento relacionados con el VIH/SIDA o para recibir información relacionada?



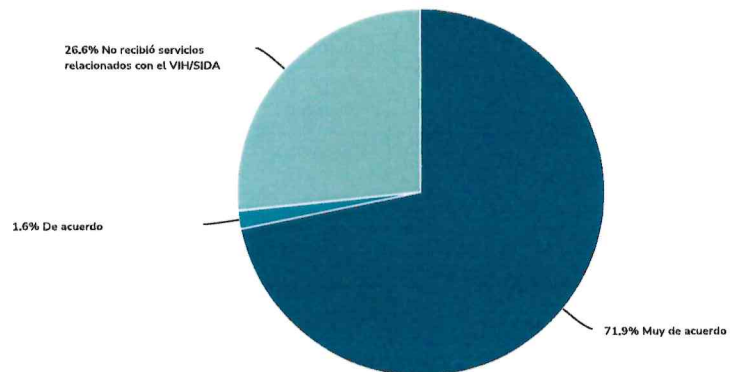
Value	Percent	Responses
Sí	15.6%	10
No	84.4%	54
		Totals: 64

13. Con base en su estatus de VIH, en algún momento de su visita, se sintió...



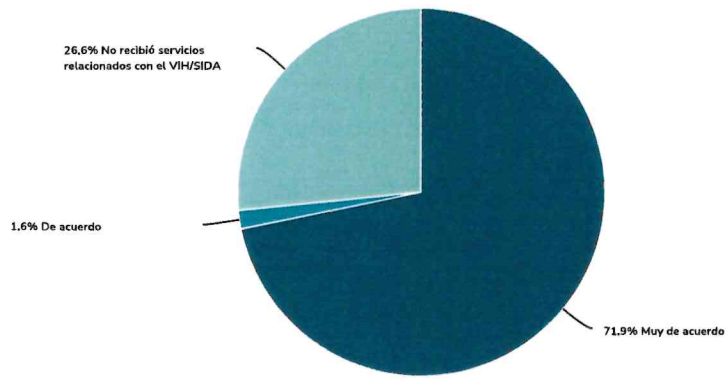
Value	Percent	Responses
No Aplica	34.4%	22
Otro: - Write In (click to view)	1.6%	1
No recibí servicios relacionados con el VIH/SIDA	64.1%	41
		Totals: 64

14. ¿Durante su visita, sintió que los miembros del personal lo trataron bien?



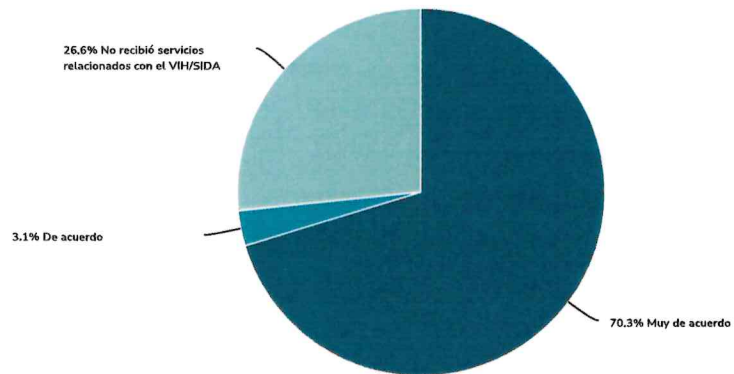
Value	Percent	Responses
Muy de acuerdo	71.9%	46
De acuerdo	1.6%	1
No recibí servicios relacionados con el VIH/SIDA	26.6%	17
		Totals: 64

15. ¿Durante su visita, sintió que los miembros del personal lo trataron con respeto?



Value	Percent	Responses
Muy de acuerdo	71.9%	46
De acuerdo	1.6%	1
No recibió servicios relacionados con el VIH/SIDA	26.6%	17
Totals: 64		

16. ¿Durante su visita, sintió que los miembros del personal lo apoyaron?



Value	Percent	Responses
Muy de acuerdo	70.3%	45
De acuerdo	3.1%	2
No recibió servicios relacionados con el VIH/SIDA	26.6%	17
Totals: 64		

17. En una escala del 1 al 5, durante su visita, ¿sintió que alguna interacción del personal tuvo un impacto negativo o positivo en su probabilidad de permanecer bajo cuidado?

