

## MINUTES

### SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD MEETING

March 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 (*via Webex*)  
Brian Knudsen – Consumer Member (*via Webex, Call-in User 2*)  
Erin Breen – Community Member, UNLV Vulnerable Road Users Project (*via Webex*)  
Donna Feliz-Barrows – Consumer Member (*In-person*)  
Gary Costa – Community Member, Golden Rainbow (*via Webex*)  
Lucille Scott – Consumer Member (*In-person*)

**ABSENT:** April Allen-Carter – Consumer Member  
Scott Black – Community Member, City of North Las Vegas  
Luz Castro – Consumer Member  
Father Rafael Pereira – Community Member, All Saints Episcopal Church

**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, Fernando R. Lara, David Kahananui, Cassondra Major, Justin Tully, David Kahananui, Greg Tordjman, Jonna Arqueros, Kyle Parkson, Maria Arganoza-Priess, Joe Ginty, Sean Beckham, Fidel Cortes Serna

#### II. PLEDGE OF ALLEGIANCE (Heard out of order)

III. **FIRST PUBLIC COMMENT (Heard out of order):** 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.

#### VI. REPORT / DISCUSSION / ACTION (Heard out of order)

6. **Highlights from the February 2023 Operational Report;** direct staff accordingly or take other action as deemed necessary (*for possible action*)

Randy Smith, FQHC Operations Officer presented the following highlights from the February 2023 Operational Report:

- Served 1,088 unduplicated patients in Primary Care, Ryan White, Family Planning and Behavioral Health.

- Still waiting on a final response from HRSA regarding 2022 UDS report.
- HRSA supported COVID-19 funding for the Health Center will end May 31, 2023:
  - Testing, vaccines, outreach and education.
  - Services will continue with other funding through July 31, 2023.
- Service Area Competition (SAC) grant Notice of Funding Opportunity (NOFO) is anticipated to be released soon and due to HRSA in August 2023.
  - Focus area: Needs Assessment portion of the narrative and the Community Characteristics.
  - This is a useful tool in helping to inform some of the Strategic Planning work.
- Behavioral Health clinic build out at Decatur anticipated to commence in the summer of 2023.
  - To support the growth and the program, a Behavioral Health Manager position is planned for FY24.
- Title X Family Planning program audit is scheduled to occur in September 2023.
- Oral Health services at Fremont
  - Met with Henry Schein, a dental company, in January 2023. Expecting schematics back from them soon.
  - Had conversations with UNLV School of Dentistry to engaged them for support.
- Azara DRVS Population Health software implementation
  - Had a kickoff meeting this month.
  - Data Integrity - Intent is to overlay on top of the Electronic Health Record (EHR)
  - Care Gap Reports & Pursuit Lists
  - Reporting – UDS, FPAR and Ryan White
- Sexual Health Clinic integration with the FQHC – July 1, 2023
  - Leveraging FQHC benefits:
    - PPS Reimbursement
    - FTCA Medical Malpractice Insurance
    - NHSC Loan Repayment
    - Supplemental Grants opportunities

*Member Knudsen joined at 2:45 p.m.*

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

The Chair called the Southern Nevada Community Health Center (SNCHC) Governing Board Meeting to order at 2:50 p.m. Tawana Bellamy administered the roll call and confirmed a quorum. There was a delay in calling the meeting to order due to lack of quorum.

Mr. Smith continued to provide highlights from the February 2023 Operational Report.

- Governing Board Updates:
  - One candidate for a Community Board Member position has been identified.
    - One phone conversation and one in-person orientation with the FQHC Operations Officer
    - Nominating Committee (March/April) – **to be scheduled**
    - Provided the committee recommends moving forward with the candidate, bring forward to the April 2023 board meeting for a vote
- Tim Burch's resignation last month created another vacancy for a Community Board Member.
  - Recruitment for this seat is commencing
- Committee Assignments approved February 21, 2023.
- Finance Committee meeting schedule needs to be set.
- Quality, Credentialing & Risk Management Committee meeting in April – **to be scheduled**

#### **IV. ADOPTION OF THE MARCH 21, 2023 MEETING AGENDA (for possible action)**

*A motion was made by Member Feliz-Barrows, seconded by Member Breen, and carried unanimously to approve the March 21, 2023 Agenda, as presented.*

#### **V. 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: February 21, 2023** (*for possible action*)
2. **Approval of Against Medical Advice Policy**; direct staff accordingly or take other action as deemed necessary (*for possible action*)
3. **Approve Credentialing and Privileging for Provider Cortland Lohff, MD, MPH**; direct staff accordingly or take other action as deemed necessary (*for possible action*)
4. **PETITION #03-23: Approval of an Interlocal Agreement between the City of Las Vegas on behalf of the Department of Health and Human Services to identify and implement best practices for improving health literacy to enhance COVID-19 vaccination and other mitigation practices among underserved populations**; direct staff accordingly or take other action as deemed necessary (*for possible action*)
5. **PETITION #04-23: Approval of an Agreement with Lambda-Cade Health Care LTD, (Jerry Cade, MD), 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*)
6. **PETITION #05-23: Approval / Ratification of a non-exclusive Client Services Agreement between RPh on the Go USA, LLC, and the Southern Nevada Community Health Center for the purpose of referring and placing licensed pharmacists for assignments at the Southern Nevada Community Health Center Clinic**; direct staff accordingly or take other action as deemed necessary (*for possible action*)

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

## **VI. REPORT / DISCUSSION / ACTION**

### Recommendations from the March 20, 2023 Finance & Audit Committee

1. **Receive, Discuss and Approve the Recommendations from the March 20, 2023 Finance & Audit Committee meeting regarding the FY24 Annual Budget**; direct staff accordingly or take other action as deemed necessary (*for possible action*)

Donnie Whitaker, Chief Financial Officer presented the FY24 Annual Budget with the following highlights:

- FY24 Budget is effective July 1, 2023 through June 30, 2024.
- Nevada Revised Statutes (NRS) outlines the purpose of Local Government Budget and Finance Act - NRS 354.472.
- FQHC's Budget is included in the County's budget, which is due by April 1, 2023.
- Sexual Health Department will be part of FQHC Division effective July 1, 2023 (FY24) formerly from Primary & Preventive Care Division.
- Combined Revenue (General Funds and Special Revenue) – proposed FY2024 Annual Budget Revenue was \$30.1M.
- Combined Revenue (General Funds and Special Revenue) FY2023 Augmented Budget Revenue was \$24.5M.
- General Fund:
  - Total charges for services revenue were projected at \$20.3M, an increase of \$4.9M or 32.3% compared to FY2023 augmented budget of \$15.4M
  - Based on new FQHC revenue model, revenues increased by \$2.6M in anticipation of new providers and projected patient visits of over 29,000.

- Sexual Health revenue was projected at \$1.3M and Pharmacy revenue was expected to increase of \$1.0M.
- Special Revenue Fund:
  - Federal and Pass Thru (Intergovernmental) revenue was projected at \$8.4M compared to \$7.7M in FY2023.
- Combined Expenditures (General Funds and Special Revenue)
  - FY2024 is \$37.5M, an increase of 26.3% compared to \$29.7M in the augmented FY2023 budget.
  - Sexual Health department will be part of FQHC in July 2023 and projected total expenses is \$3.5M.
  - General Fund Pharmacy Medical supplies increased \$1.1M from \$10.7M to \$11.8M. Contractual also increased by \$600K.
  - Total salaries and benefits for General & Grants funds increased by \$4.8M from \$8.9M to \$13.7M in FY2024 due to additional personnel and Sexual Health reorganization.
  - Net Income/Loss for FY2023 Augmented Budget was negative \$5.25M and the projected FY2024 Annual Budget is negative \$7.4M – this includes Sexual Health.

At the request of Member Father Rafael, Ms. Whitaker provided additional detail to show revenue, expenses and combined funds net income/loss by department.

- Staffing (includes Sexual Health)
  - Out of the 21 vacant positions, 10 are additional employees requested for FY2024.
  - 123.3 active full-time employees (FTE).

*A motion was made by Member Feliz-Barrows, seconded by Member Costa, and carried unanimously to approve the FY24 Annual Budget, as presented.*

**2. Receive, Discuss and Approve the Recommendations from the March 20, 2023 Finance & Audit Committee meeting regarding the January 2023 YTD Financial Report; direct staff accordingly or take other action as deemed necessary (for possible action)**

Ms. Whitaker presented the January 2023 YTD Financial report as of January 31, 2023 and provided the following highlights:

FQHC – All Funds by Division:

- Pass-Thru Revenue – Delay in approval of Ryan White budget from the county lead to backlog of requests for reimbursement. We get to post back to the date of the award and will see some change in February or March.
- Net Position – Budget was negative \$2.8M, Actuals was negative \$1.97M.
- Charges for Services – The increase is significantly related to Pharmacy. Payer mix includes a higher percentage of commercially insured patients combined with an increase in prescription medications per encounter.

Patients by Department (number of encounters from July 1, 2022 through January 31, 2023):

- Total patients for all departments: 14,372
  - Behavioral Health: 925 patients
  - Pharmacy: 6,329 (largest number of encounters)

Revenue by Department:

- Total Revenue – Budget was \$13.6M, Actuals was \$14.5M,

There were no further questions.

*A motion was made by Member Feliz-Barrows, seconded by Member Scott, and carried unanimously approve the January 2023 YTD Financial Report, as presented.*



**3. Receive, Discuss and Approve the Recommendations from the March 20, 2023 Finance & Audit Committee meeting regarding the Federal Poverty Levels/Sliding Fee Schedule;** direct staff accordingly or take other action as deemed necessary (*for possible action*)

Ms. Whitaker presented the Federal Poverty Levels/Sliding Fee Schedule and provided the following highlights:

- HRSA requires the Health Center to provide a Sliding Fee Schedule for qualifying patients.
- No changes to the Sliding Fee Schedule policy this year.
- Purpose of the Sliding Fee Policy is to ensure that the Health Center provides services to all patients without regards to patient’s ability to pay and no patient will be denied services due to an individual inability to pay.
- Sliding Schedule is tied to the Federal Poverty Guidelines (FPG).
  - The Federal Poverty Guidelines are published annually by Health and Human Services (HHS).
  - It was published January 19, 2023 to account for last calendar year’s increase in prices as measured by the Consumer Price Index.
- 2023 rates reflect the 8% increase to the Consumer Price Index for all Urban consumers (CPI-U) from calendar year 2021 and 2022.
  - After adjusting for inflation, the following guidelines are rounded and adjusted to standardize the differences between family sizes of 1 to 8.

Ms. Whitaker commented that the information presented today is related to adjusting the poverty levels to qualify for the sliding fee not related to the actual fees. The billing fee schedule will be presented in April 2023.

- Current sliding fees:

	Sliding Fee Range	Charge
Primary Care	\$20 to \$55	Full charge for incomes 200% above FPG
Family Planning	\$0 to \$60	Full charge for incomes 250% above FPG
Sexual Health Clinic	\$20 to \$60	Full charge for incomes 250% above FPG
Ryan White	\$0 t \$55	Full charge for incomes 200% above FPG

- Ryan White Limits:
  - Equal to and below 100% - No charge to patients.
  - Over 100% up to and equal to 200% of FPG, patient pays no more than 5% of their total income.
  - Over 200% and up to and equal to 300% of FPG, patient pays no more than 7% of their total income.
  - Over 300% of FPG, patients pay no more than 10% of their total income.
- Application for Sliding Fee Requires:
  - Proof of income to determine Sliding Fee.
    - Income and employment status, patient or partner weekly income before taxes and if they are living with parents.
  - All income types identified.
  - Number of people supported by the income.

Ms. Whitaker reviewed the FPG for each poverty level from 100% to 250%. Each illustrated the poverty level, family size, income levels and what the charge is currently for each program.

Mr. Smith commented that the policy states that no patient is denied service for inability to pay. As people’s income increases, what they are responsible for increases, but if they are unable to pay, we will provide care for them regardless.

Member Feliz-Barrows commented that at the Finance & Audit Committee meeting, she inquired about Primary Care and Sexual Health charge to patients was \$20 and the other programs were \$0

at the 0-100% of FPG. Member Feliz-Barrows further commented that a person could choose to feed their children for \$20 over going to see if they had an STD. Member Feliz-Barrows commented that it is more important for us to get them in the door and to have a \$0 charge at that point. If people call and ask, they will not come in the door and we will not get the chance to tell them do not worry, we will still provide the service.

Mr. Smith advised that is a good point. Mr. Smith commented that this is a conversation the board can provide input on. Mr. Smith advised we can do some market analysis to see what the nominal fee is at other health centers in Las Vegas to benchmark ourselves against them. Mr. Smith further advised we can also look at the rate of participation amongst our existing patients to find out for those who are currently charged a fee if they participated. These are good pieces of information to help guide a decision about nominal and sliding fees. Also, it is important that we are training our staff on how to interact with our clients, whether on the phone or in person so that the charge to the patient is not a barrier to individuals seeking care. We want people to come in and receive the care they need and address the fees later. The messaging is important.

Member Costa inquired about the percentage of clients that have an inability to pay and what has been the trend. Mr. Smith commented that we need to do some research on the data for that. We have some of that information available to us. We can bring that information to the board later.

Member Breen commented that there are people today that have never been in a position to ask for help. However, because of the wild prices of everything and post COVID-19, there are people that are really asking for help that never thought they needed it. Member Breen further commented that she is all for doing whatever we can to make sure people will not be turned away.

Ms. Anderson-Fintak advised the Chair that they are not voting on the fee schedule but on the change to the federal poverty levels that allows more people to qualify for our services. This allow us to adjust what the federal poverty levels are. This was voted on and recommended by the Finance & Audit committee yesterday. The fee schedule will be presented next month.

There were no further comments.

*A motion was made by Member Feliz-Barrows, seconded by Member Scott, and carried unanimously approve the Federal Poverty Levels/Sliding Fee Schedule, as presented.*

#### SNCHC Governing Board

#### 4. **Review and Approve the Submittal of the Federal Tort Claims Act (FTCA) Deeming Application;** direct staff accordingly or take other action as deemed necessary (for possible action)

Mr. Smith advised that the FTCA Deeming application was submitted to HRSA in December 2022. We received feedback that our application has some gaps that needed to be addressed. Mr. Smith commented that staff has worked hard to address gaps in the following areas:

- Claims Management
- Employee Training Program
- Risk Management Assessments/Plan
- Privileging and modification/removal of privileges

Mr. Smith commented that HRSA requires the Governing Board to approve the submission of application. Our intent is to submit the application before the April 2023 Governing Board meeting.

*A motion was made by Member Feliz-Barrows, seconded by Member Scott, and carried unanimously to approve the Submittal of the Federal Tort Claims Act (FTCA) Deeming Application, as presented.*

5. **Review and Discuss FQHC Assessments;** direct staff accordingly or take other action as deemed necessary (*for possible action*)

Sean Beckham, Facilities Services Manager presented the Physical Security Assessment with the following highlights:

- Security Assessment conducted at Decatur on September 26-27 in 2022 by Legal and Liability Risk Management Institute.
- Recommendations:
  - Add new procedures to the Security Manual to cover a wider variety of types of emergency situations.
  - Encouraged to evaluate personnel staff at Decatur – added one security personnel to have good coverage of the facility.
  - Provide De-escalation training – Choose Crisis Prevention Institute’s training for security officers and other areas, including the FQHC and Immunizations.
  - Encouraged to improve Emergency Action Plan to have clear communication for different types of emergencies that may occur as Decatur.
    - Chemical Spills/ Toxic Emissions
    - Deceased Persons
    - Natural Disasters
    - Power Failure
  - Encouraged to provide emergency card to employees. On March9, 2023, The Central Safety Committee adopted that and setup the cards to be distributed over the next few months.

There were no further questions.

Kyle Parkson, Compliance Officer presented the Health Insurance Portability and Accountability Act (HIPAA) Inspection Assessment with the following highlights:

- Conducted a HIPAA audit in the clinical areas at Decatur and Fremont.
  - Looked for paperwork that could personally identify the patients, such as name, date of birth, medical records.
- HIPAA Deficiencies Identified:
  - Unlocked doors and draws in clinical spaces.
  - Protected Health Information (PHI) / Personal Identifying Information (PII) left out on desks and common employee areas
  - PHI/PII left on printer
  - Lab results
  - Unlocked Computers
- Contacted Mr. Smith and supervisors to inform them of the findings.
- Attended staff meetings to let staff know about the issues and why it is important to secure PHI/PII information.
- Reminded staff to clear their desk when they are not actively using PHI/PII.
- Annual HIPAA training refreshers to all staff.
- Working with management to create Standard Operating Procedures on how to follow regulations.

There were no further questions.

**VII. 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 no Board reports.

**VIII. EXECUTIVE DIRECTOR & STAFF REPORTS (Information Only)**

Dr. Leguen advised that the Sexual Health Clinic will transition into the Health Center on July 1, 2023. Dr. Leguen commented that we do not want to create disruption with the financial and Human Resources in the middle of the fiscal year. Dr. Leguen advised staff will present the sliding fee schedule to the board next month. Dr. Leguen advised that the board recently approved the FY24 budget for the Health Center. The ten new positions will enhance the services we deliver to the community. Dr. Leguen advised the financial operations of the Health Center is being supported by SNHD. There are things we plan to do to break even. Dr. Leguen advised that it is going to take a while, maybe a year. Dr. Leguen advised that we must emphasize the importance of the Health Center and its services in the community, make sure services are available and people in the community know about the Health Center. Dr. Leguen advised that for the Health Center to be sustainable, the most important item is volume of services to break even. The Health Center's operation is having an impact on the finances of the rest of the organization. That is why we must make sure the Health Center is efficient about what we do, how we deliver services, and how we train our staff and clinicians to be able to deliver quality service. Dr. Leguen also advised that we must make sure the revenues are there so that we can continue delivering the services to the community.

**IX. INFORMATIONAL ITEMS**

- Community Health Center (FQHC) February 2023 Operations Reports

- X. 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 3:40 p.m.

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

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## AGENDA

### SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD MEETING

March 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/j.php?MTID=m90b5cd03f9ecca2b10caaed3aa2b072b>

To call into the meeting, dial (415) 655-0001 and enter Access Code: [2552 707 1452](https://snhd.webex.com/snhd/j.php?MTID=m90b5cd03f9ecca2b10caaed3aa2b072b)

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#### 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.

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#### I. CALL TO ORDER & ROLL CALL

#### II. PLEDGE OF ALLEGIANCE

- #### III. 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](mailto: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.

#### IV. ADOPTION OF THE MARCH 21, 2023 AGENDA *(for possible action)*

- V. 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:** February 21, 2023 *(for possible action)*
  2. **Approval of Against Medical Advice Policy;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
  3. **Approve Credentialing and Privileging for Provider Cortland Lohff, MD, MPH;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
  4. **PETITION #03-23: Approval of an Interlocal Agreement between the City of Las Vegas on behalf of the Department of Health and Human Services to identify and implement best practices for improving health literacy to enhance COVID-19 vaccination and other mitigation practices among underserved populations;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
  5. **PETITION #04-23: Approval of an Agreement with Lambda-Cade Health Care LTD, (Jerry Cade, MD), 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)*
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**VI. REPORT / DISCUSSION / ACTION**

**Recommendations from the March 20, 2023 Finance & Audit Committee**

1. **Receive, Discuss and Approve the Recommendations from the March 20, 2023 Finance & Audit Committee meeting regarding the FY24 Annual Budget;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
2. **Receive, Discuss and Approve the Recommendations from the March 20, 2023 Finance & Audit Committee meeting regarding the January 2023 YTD Financial Reports;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
3. **Receive, Discuss and Approve the Recommendations from the March 20, 2023 Finance & Audit Committee meeting regarding the Federal Poverty Levels/Sliding Fee Schedule;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

**SNCHC Governing Board**

4. **Review and Approve the Submittal of the Federal Tort Claims Act (FTCA) Deeming Application;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
5. **Review and Discuss FQHC Assessments;** direct staff accordingly or take other action as deemed necessary *(for possible action)*
  - Physical Security
  - HIPAA Inspection
6. **Highlights from the February 2023 Operational Report;** direct staff accordingly or take other action as deemed necessary *(for possible action)*

**VII. 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)**

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

- Executive Director Comments

**IX. INFORMATIONAL ITEMS**

1. Community Health Center (FQHC) February Operations Reports

**X. 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.**

**XI. 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

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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, Cassandra 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 postpone the approval of the 2022 YTD November Financial Report until the next scheduled meeting.*

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

DRAFT



AT THE SOUTHERN NEVADA HEALTH DISTRICT

**SOUTHERN NEVADA COMMUNITY HEALTH CENTER  
POLICY AND PROCEDURE**

<b>DIVISION:</b>	FQHC	<b>NUMBER(s):</b>	CHCA-015
<b>PROGRAM:</b>	FQHC	<b>VERSION:</b>	1.0X
<b>TITLE:</b>	Against Medical Advice: Informed Refusal/Withdrawal of Treatment or Leaving the Clinic	<b>PAGE:</b>	1 of 5
		<b>EFFECTIVE DATE:</b> Click or tap here to enter text.	
<b>DESCRIPTION:</b>	Process for when a patient may demand to leave Southern Nevada Community Health Center when a provider has not discharged.	<b>ORIGINATION DATE:</b> Click or tap here to enter text.	
<b>APPROVED BY:</b>		<b>REPLACES:</b> Click or tap here to enter text.	
<b>FQHC OPERATIONS OFFICER:</b>			
Click or tap here to enter text.	Date		
<b>DISTRICT HEALTH OFFICER:</b>			
Fermin Leguen MD, MPH	Date		

**I. PURPOSE**

The Southern Nevada Community Health Center (SNCHC) recognizes that every competent adult or Legally Authorized Person has the right to make informed decisions regarding the patient’s medical care. Except for certain circumstances, a person has the prerogative to refuse or withdraw consent for treatments or diagnostics studies or to discharge himself/herself (the patient) from the clinical setting against medical advice.

**II. SCOPE**

This policy applies to SNCHC and its Workforce.

**III. POLICY**

To respect the right of a competent adult patient or Legal Authorized Person to make informed decisions that against medical advice and to see that potential risks and consequences of their action are properly explained and documented.

#### IV. DEFINITIONS

- A.** Against Medical Advice (AMA) is defined as a patient who leaves SNCHC after having been informed of and appreciating the risks of leaving without completing treatment.
- B.** Elopement is defined as a patient intentionally leaving SNCHC without the knowledge of SNCHC clinical staff.
- C.** Incompetent Person is defined as any person who is so mentally impaired as a result of a mental or physical illness or disability, or mental retardation, or as a result of chronic substance abuse, that the person is incapable of taking proper care of the person's self or property or fails to provide for the person's family or other persons for whom they person is charged by law to provide, or any person confined to a correctional institution with this state. Only a judge can definitively determine that an adult is incompetent and in doing so, appoints a guardian for the incompetent Person.
- D.** Legally Authorized Person
1. An attorney-in-fact through a durable power of attorney for healthcare decisions; or
  2. The legal guardian if patient is a minor or has been adjudged incompetent; or
  3. A family member who, in good faith, can make decisions consistent with either the patient's expressed wishes or with what the patient would have wanted (e.g., determined in descending order of priority as follows)
    - i. The patient's spouse.
    - ii. An adult child or the patient, or if there is more than one adult, a majority of the patient's adult children who are available within a reasonable period of time for consultation with the patient's primary care physician.
    - iii. The patient's parents.
    - iv. An adult sibling of the patient, or if there are more than one adult sibling, a majority of the patient's adult siblings who are available within a reasonable period of time for consultation with the patient's primary care physician.
    - v. The nearest adult who is not described in this section who is related to the patient by blood or adoption, and who is available within a reasonable period of time for such a consultation.
- E.** Wandering is defined as cognitively impaired patient moving about SNCHC without appreciation for where they are going.

## V. PROCEDURE

### A. Leaving Against Medical Advice

1. A competent adult patient or Legally Authorized Person (collectively referred to as “Patient”) has the right to refuse or withdraw treatment. Issues regarding minors or potentially incompetent adults should be carefully weighed considering the risks and benefits of any particular course of action, including necessary intervention of the probate court.
2. If a Patient expresses a desire to refuse or withdraw from a treatment or diagnostic study against medical advice (AMA) or if a Patient expresses a desire to leave the clinic AMA, the following procedure will be instituted:
  - i. Request that Patient discuss AMA decision with the physician. Notify the primary care physician, nurse (lead) and/or medical director of the Patient’s desire to refuse or withdraw treatment/studies or leave the clinic AMA. The primary care physician will discuss with the Patient the reason for the AMA decision and will advise the Patient of the potential consequences of the AMA decision.
  - ii. The discussion should be documented in the electronic health record (EHR)
    - a. The Patient’s diagnosis
    - b. The reason for the Patient’s AMA decision.
    - c. The benefits of following medical advice and the risk of not following.
    - d. Discharge instructions, including notation of any follow up visits of referrals and any prescriptions that were provided, should Patient decide to leave.
  - iii. Patient signs the AMA form. If the Patient refuses to sign, read the form to the Patient, make a specific notation of the Patient’s refusal to sign the form and have two witnesses sign the form as acknowledgment of the Patient’s refusal to sign.
  - iv. Nurse and/or Medical Assistant will document Patient’s stated reason for refusal, withdrawal or leave quoted verbatim.
  - v. The witness release form is placed in the Patient’s chart and if the Patient leaves AMA, discharge procedures are completed.

### B. Elopement or Wandering



1. If a patient Elopes or Wanders (leaves the clinic and/or SNCHC without knowledge of SNCHC staff):
  - i. If Patient is alert and oriented, staff will
    - a. Contact the Patient's physician
    - b. Contact the Patient
    - c. If the Patient is not located and returned to the clinic withing thirty (30) minutes after last seen, the patient will be discharged; and
    - d. Thoroughly document in the notes all pertinent information and action concerning Patient's departure.
  - ii. If Patient is (1) cognitively impaired, (2) has been appointed a guardian, or (3) is at risk of harm to self or others, clinical staff will:
    - a. Contact the Patient's physician
    - b. Contact Security
    - c. Attempt to contact Patient and Patient's contact person as indicated in Patient's electronic health record, as applicable.
    - d. If the Patient is not located and returned to clinic withing thirty (30) minutes after last seen, the patient will be discharged; and
    - e. Thoroughly document in the notes all the pertinent information and action concerning the Patient's departure.

### **C. Capacity, Competency and Medical Hold**

1. Adults are presumed to be competent. Mental retardation and mental illness do not necessarily result in a finding of incompetence. Only a judge can definitively determine that an adult tis incompetent. However, when patients subject themselves to significate and immediate risk by attempting to leave SNCHC AMA, they should be detained for the minimum period of time necessary to determine (1) the basis for their refusal and (2) their decision-making capacity. This type of detention is known as a "Medical Hold."
2. In cases when capacity is questionable, the benefits of a patient's express wishes should be weighed against the immediacy of the relevant medical issue in regard to the potential for significant harm to themselves or others. A Medical Hold is appropriate only where (1) the patient is incapable of making the decision to leave AMA, and (2) the patient requires emergent treatment and needs to remain in the clinic for his/her immediate safety.

**VI.** Whenever possible, the use of physical restraint should be avoided when subjecting a patient to a Medical Hold. However, the responsible physician or nurse may order physical restraining if necessary to prevent departure and preserve health.

**VII. REFERENCES**

PSNet – Patient Safety Network, Elopment, Debra Gerardi, RN, MPH, JD | December 1, 2007 - <https://psnet.ahrq.gov/web-mm/elopement>

**VIII. DIRECT RELATED INQUIRIES TO**

FQHC Medical Director

**HISTORY TABLE**

**Table 1: History**

<b>Version/Section</b>	<b>Effective Date</b>	<b>Change Made</b>
Version 0		First issuance

**IX. ATTACHMENTS**

Attachment 1. CHCA-XXX, Against Medical Advice (AMA) Form

Attachment 2. CHCA-XXX, Transition of Care Form.

**TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD**

**DATE: March 21, 2023**

**RE:** *Approval of Interlocal Agreement between the City of Las Vegas on behalf of the Department of Health and Human Services and the Southern Nevada Community Health Center.*

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**PETITION #03-23**

**That the Southern Nevada Community Health Center Governing Board approve an Interlocal Agreement between the City of Las Vegas on behalf of the Department of Health and Human Services and the Southern Nevada Community Health Center for the development and implementation of a Health Equity and Literacy program.**

**PETITIONERS:**

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

**Randy Smith, FQHC Operations Officer** *RS*

**DISCUSSION:**

The Interlocal Agreement allows the Southern Nevada Health Center to identify and implement best practices for improving health literacy to enhance COVID-19 vaccination and other mitigation practices among underserved populations.

**FUNDING:**

The funding for this program at \$247,346 is made available to the Southern Nevada Community Health Center from a grant awarded to the City of Las Vegas from the Department of Health and Human Services.

**HEALTH EQUITY AND LITERACY PROGRAM**  
**AGREEMENT BETWEEN THE CITY OF LAS VEGAS AND SOUTHERN NEVADA**  
**HEALTH DISTRICT DOING BUSINESS SOUTHERN NEVADA COMMUNITY**  
**HEALTH CENTER**

**F2310005**

THIS AGREEMENT (“Agreement” or “Contract”) is made and entered into as of the 1<sup>st</sup> day of July, 2022 (“Effective Date”), by and between the CITY OF LAS VEGAS, a municipal corporation within the State of Nevada (hereinafter referred to as the "CITY") and **SOUTHERN NEVADA HEALTH DISTRICT doing business as the SOUTHERN NEVADA COMMUNITY HEALTH CENTER** (hereinafter referred to as “SUBRECIPIENT”), for development and implementation of a Health Equity and Literacy program (“Services”) as more particularly described in the W o r k P l a n, attached hereto as Exhibit A. The CITY and the SUBRECIPIENT are sometimes hereinafter referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

**WHEREAS**, the CITY has accepted a grant award from the Department of Health and Human Services (“HHS”) for the Health Equity And Literacy (HEAL) program as part of an initiative to identify and implement best practices for improving health literacy to enhance COVID-19 vaccination and other mitigation practices among underserved populations.

**WHEREAS**, SUBRECIPIENT is the public health entity organized pursuant to Nevada Revised Statutes (“NRS”), Chapter 439 with jurisdiction over all public health matters within Clark County, Nevada.

**WHEREAS**, NRS 277.180 authorizes public agencies to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which any of the public agencies entering into the contract is authorized by law to perform.

**WHEREAS**, the CITY requires the implementation of a Health Equity and Literacy program.

**WHEREAS**, the CITY as grantee under the grant award wishes to engage the SUBRECIPIENT to assist CITY in utilizing grant funds by providing the Services pursuant to this Agreement.

**WHEREAS**, the SUBRECIPIENT represents that it is experienced and knowledgeable in performing such Services, and shall use the funds to pay for authorized expenditures and eligible activities only and for no other purpose.

**NOW, THEREFORE**, in consideration of the premises, covenants, and conditions herein contained, the Parties hereto agree as follows:

## **SECTION 1. SCOPE OF SERVICES**

### **A. INCORPORATION OF RECITALS**

The Recitals above, and all of the exhibits hereinafter referenced, are hereby incorporated by this reference as a part of this Agreement.

### **B. ACTIVITIES**

The SUBRECIPIENT shall perform all Services as described in Exhibit A, “Work-Plan,” attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accomplish the outcomes, major tasks, and outputs as described in the Work Plan. During the term of the Agreement, the CITY may continually monitor the performance of the SUBRECIPIENT according to the performance measures described in the Work Plan. SUBRECIPIENT represents and warrants that all Services to be provided hereunder shall be performed in a competent, professional and satisfactory manner in accordance with the standards prevalent in the industry for such Services. SUBRECIPIENT acknowledges and agrees that this Agreement and the provision of Services hereunder is nonexclusive and that CITY may enter into similar agreements with other entities for the provision of similar Services.

The SUBRECIPIENT shall also submit monthly reports by the 15th of the month following the month in which Services were provided. Each report shall contain a summary of the previous month’s accomplishments, difficulties, and a 30-, 60-, and 90-day outlook table; as well as any other additional reporting requirements as required by CITY and/or HHS as they relate to this Agreement.

## **SECTION 2. COMPENSATION AND MANNER OF PAYMENT**

For the Services performed under this Contract, the CITY shall pay to the SUBRECIPIENT, based on the fees outlined in the Program Budget attached as Exhibit B, an amount not-to-exceed TWO HUNDRED AND FORTY-SEVEN THOUSAND, THREE HUNDRED AND FORTY-SIX NO/100THS DOLLARS (\$247,346) (the “Funds”) for a twelve month period (the “Funds”).

The SUBRECIPIENT, as a prerequisite to the obligation on the part of the CITY for payment of Funds provided herein, shall submit monthly invoices in the form of Request for Release of Funds, Exhibit B attached hereto, describing the Services performed during the preceding month. Invoices are to be prepared and submitted on a monthly basis by the 15th day of the month following the month in which Services were provided and are due upon receipt. CITY will review invoice expenditures to determine their consistency with the approved eligible expenditures and the scope of Services, and, if consistent, invoices shall be payable within thirty (30) days after the invoice date.

### **SECTION 3. PERIOD OF PERFORMANCE**

The period of performance for this Agreement shall be from July 1, 2022 through June 30, 2023 (the "Program Year"). Expenses must be incurred during the Program Year. The expenses incurred by the SUBRECIPIENT before or after the Program Year are not entitled to payment under this Agreement. It is understood and agreed that except as specified herein, the SUBRECIPIENT is obligated to complete the deliverables for which it is responsible during the Program Year as detailed in Attachment A, Work Plan, regardless of whether the Not-to-Exceed Amount described in the above Section 2 is exhausted through reimbursements paid to SUBRECIPIENT, unless an amendment in writing to this Contract for additional Services is authorized by the CITY and approved by the Parties. The expenses incurred after July 1st of the Program Year in which the funds were allocated, but prior to execution of this Agreement may be reimbursed upon written approval of the CITY. SUBRECIPIENT shall perform and complete all Services hereunder in a timely and expeditious manner in accordance with the Work Plan.

### **SECTION 4. CONTRACT DEFAULT**

The occurrence of any of the following events shall be a default by the SUBRECIPIENT ("Events of Default"):

- a. If the SUBRECIPIENT shall default in the due observance and performance of any term, condition, or covenant contained herein; or
- b. Fails to defend, indemnify and hold the CITY harmless as required pursuant to this Agreement; or
- c. Fails to provide or maintain the insurance required pursuant to this Agreement; or
- d. If the SUBRECIPIENT shall voluntarily terminate operations or consent to the appointment of a receiver, trustee, or liquidator of the SUBRECIPIENT for all or a substantial portion of its assets; or
- e. If any warrant, execution, or other writ shall be issued or levied upon any property or assets of the SUBRECIPIENT that could affect performance of this Contract and shall continue un-vacated and in effect for a period of thirty (30) calendar days; or
- f. If the SUBRECIPIENT should, in the reasonable judgment of the CITY, neglect to execute the work hereunder properly and with proper dispatch in accordance with the time schedule which may have been agreed upon between the parties hereto.

If an Event of Default continues for fifteen (15) days after written notice of such default to the SUBRECIPIENT, the CITY may, without prejudice to any other remedy it may have at

law or in equity:

- i. Temporarily withhold disbursement of the Funds pending correction of the default by the SUBRECIPIENT;
- ii. Disallow use of the Funds for all or part of the cost of the Services, action or expense not in compliance with the requirements of this Agreement;
- iii. Suspend the performance of this Agreement, in whole or in part, including any further disbursement of Funds;
- iv. Withhold future awards for the program or any other program of the SUBRECIPIENT;
- v. Terminate the Agreement, and permanently cease any further disbursement of the Funds hereunder;
- vi. Impose any penalty against the SUBRECIPIENT that HHS has imposed against the CITY or has requested the CITY to impose against the SUBRECIPIENT; or
- vii. Pursue any other legal or equitable remedy that may be available to the CITY.

After expiration of the cure period set forth above, any remedy selected by the CITY shall be implemented by written notice to the SUBRECIPIENT stating the effective date of the remedy. The CITY reserves the right to set the terms and conditions in connection with any of the remedies set forth above provided such terms and conditions are appropriate for the noncompliance of the SUBRECIPIENT. If the CITY elects to terminate this Agreement as provided herein, the SUBRECIPIENT agrees, if so demanded by the CITY, to repay the Funds to the CITY within ten days after receipt of the written notice of termination.

Except as otherwise expressly stated in this Agreement, the rights and remedies of the CITY are cumulative, and the exercise by CITY of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the SUBRECIPIENT. Any failures or delays by CITY in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive CITY of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. SUBRECIPIENT agrees that in the event of litigation to enforce this Agreement or terms, provisions and conditions contained herein, to terminate this Agreement, or to collect damages for a Default hereunder, the CITY shall be entitled to all costs and expenses, including reasonable attorneys' fees, incurred in connection with such litigation.

## **SECTION 5. OWNERSHIP OF DOCUMENTS**

All materials, reports or other like documents given, prepared, or assembled by the SUBRECIPIENT, which are related to the performance of this Contract, are deemed to be the property of the CITY. The SUBRECIPIENT shall have no property interest in, and may assert no claim or lien on, or right to withhold from the CITY, or right to use said data other than in performance of its obligations pursuant to this Contract, any data it receives from, receives access to, or stores on behalf of the CITY. At any time during the term of this Contract, and within thirty (30) days of the expiration or termination of this Contract, the SUBRECIPIENT will upon

request return the data to the CITY at no charge in the format held by SUBRECIPIENT. On CITY request, the SUBRECIPIENT will delete all CITY data and will provide appropriate certification to the CITY to document the disposal. The SUBRECIPIENT shall promptly notify the CITY if the SUBRECIPIENT becomes aware of any unauthorized access, acquisition, disclosure, use, modification, destruction or other misuse of the CITY's data or other confidential information, and shall fully cooperate with the CITY in any legal action taken by the CITY to enforce its rights therein.

The SUBRECIPIENT further agrees to use appropriate safeguards to prevent the use or disclosure of such protected health information other than as provided for by this Contract. The SUBRECIPIENT agrees to safeguard protected health information in accordance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. The SUBRECIPIENT will flow down a clause similar to this paragraph in its subcontracts. The SUBRECIPIENT also agrees not to use or further disclose protected health information other than as permitted or required by this Contract, or as required by law. The SUBRECIPIENT further agrees to use appropriate safeguards to prevent the use or disclosure of such protected health information other than as provided for by this Contract. The SUBRECIPIENT is also required to develop and provide any and all training to its own staff who may have contact with protected health information as mandated by HIPAA, and to execute business associate agreements as appropriate with any entities subcontracted to provide services pursuant to Section 20 of the Agreement. Upon request, SUBRECIPIENT shall allow CITY reasonable access to SUBRECIPIENT records concerning the Services provided hereunder. SUBRECIPIENT warrants and represents that it shall obtain any necessary written consent from individuals for the release of such records. Such consent shall satisfy all applicable laws and regulations including, but not limited to, the privacy regulations of HIPAA.

This Section shall survive termination or expiration of this Contract.

#### **SECTION 6. INSURANCE**

INSURANCE. SUBRECIPIENT shall, during the term of this Agreement, maintain insurance in amounts which are in compliance with all applicable laws, rules, and regulations and sufficient to cover any liability which reasonably could be anticipated to arise from the performance of this Agreement.

#### **SECTION 7. INDEMNITY**

RELEASE AND HOLD HARMLESS. Subject to the limitation of law, and to the extent allowed by law, the SUBRECIPIENT does hereby forever fully release, acquit and discharge CITY, its elected officials, officers, employees, agents, and consultants (collectively herein the "City") from any and all liabilities, duties, responsibilities, obligations, claims, demands, actions, causes of action, cases, controversies, debts, judgments, damages, rights, contracts, damages, deficiencies, costs, losses, and expenses of every kind and nature whatsoever, whether at this time known or suspected, or unknown or unsuspected, anticipated or unanticipated, direct or indirect, fixed or contingent, or which may presently exist or which may hereafter arise in the future or become known, in law or in equity, in the nature of an administrative proceeding or



otherwise, for or by reason of any event, transaction, matter or cause whatsoever which the SUBRECIPIENT may now have, have ever had or may hereafter acquire by reason of any loss or damages arising out of or in any way relating to or connected with, directly or indirectly, SUBRECIPIENT's work relating to this Agreement. The SUBRECIPIENT understands and acknowledges that a risk exists, that it may incur or suffer loss, damages or injuries as a result of matters, events, occurrences, transactions, causes and things which are unknown, unsuspected or unanticipated at the time this Agreement is executed, which directly or indirectly arise from, and/or related in any way pertaining to it or its agent's work relating to this Agreement. The SUBRECIPIENT assumes this risk and, notwithstanding this risk, intends by this Agreement, to release those claims specifically set forth above as to City. This release shall extend to claims occurring after the Agreement is fulfilled or terminated, as well as while it is in force. In all cases, notwithstanding any language in this Agreement to the contrary, the Parties hereto do not waive and intend to assert available limitation of liability set forth in NRS Chapter 41 and other applicable law.

LIABILITY. Subject to and up to the limitation of law, including, but not limited to, NRS Chapter 41 liability limitations, each party shall be responsible for all liability, claims, actions, damages, losses, and expenses caused by the negligence, errors, omissions, recklessness, or intentional misconduct of its own officers, employees, and agents; and without waiving any right or defense to indemnification that may exist in law or equity. The Parties do not waive and intend to assert all available NRS Chapter 41 liability limitations in all cases. Any liability of either Party shall not be subject to punitive damages. This section shall survive any termination or natural expiration of this Agreement.

## **SECTION 8. ASSIGNMENT**

The SUBRECIPIENT may not assign any part of its rights or obligations in this Agreement and shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without written consent of CITY. Any such assignment of rights or contracts without written consent of CITY shall be void and shall result in the forfeiture of all compensation, or any part thereof, as determined by CITY. SUBRECIPIENT was chosen on the basis of characteristics unique to the SUBRECIPIENT. CITY shall have the right, in its sole and absolute discretion, to withhold its consent to any such assignment, transfer, encumbrance, pledge, subuse, or permission.

## **SECTION 9. WAIVER**

No consent or waiver, express or implied, by either party to this Contract or any breach or default by the other in the performance of any obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party hereunder.

Failure on the part of any party hereto to complain of any act or failure to act of the other party or to declare that other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder. Inspection by, payment by, or tentative approval or acceptance by CITY or the failure of CITY to perform any inspection hereunder shall not constitute a final acceptance of the Services or any part thereof

and shall not release SUBRECIPIENT of any of its obligations hereunder.

**SECTION 10. DESIGNATION OF REPRESENTATIVES**

Kathi Thomas, Director, or her authorized representative is hereby designated as the CITY representative with respect to the Services to be performed under this Contract. Said representative shall have complete authority to transmit instructions, receive information, interpret and define CITY policies and decisions with respect to the Services of the SUBRECIPIENT.

SUBRECIPIENT shall designate a Project Manager as its representative and coordinator having responsible charge of all work performed under this Contract. Said representative or coordinator shall have complete authority to act on behalf of the SUBRECIPIENT.

**SECTION 11. SUBRECIPIENT REPRESENTATIONS**

SUBRECIPIENT represents that it is financially solvent, able to pay its debts as they mature, and possessed of sufficient working capital to complete this Contract; and that it is able to furnish the tools, materials, supplies, equipment, transportation and labor, and is experienced in and competent to perform the Services contemplated by this Contract, and that it is qualified to do the work herein and is authorized to do business in the State of Nevada.

SUBRECIPIENT represents that the SUBRECIPIENT holds a license, permit or other special license to perform the Services included in this Contract, as required by law, or employees that work under the general supervision of the holder of such license, permits or special license. SUBRECIPIENT shall obtain at its sole cost and expense any and all federal, state, and local permits and licenses required to execute the Services as described in the Work Plan. SUBRECIPIENT further agrees to abide by all applicable federal, state, and local codes, regulations, statutes, ordinances, and laws.

**SECTION 12. SUBRECIPIENT'S EMPLOYEES**

The SUBRECIPIENT shall be responsible for maintaining satisfactory standards of employee competency, conduct and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary. In the event the SUBRECIPIENT fails to remove any employee from the Contract Services whom the CITY deems incompetent, careless, or insubordinate, or whose continued assignment to the Services is deemed by the CITY to be contrary to the public interest, the CITY reserves the right to require such removal as a condition for the continuation of this Contract.

**SECTION 13. INDEPENDENT SUBRECIPIENT**

It is hereby expressly agreed and understood that in the performance of the Services under this Contract, the SUBRECIPIENT and any other person employed by it hereunder shall be deemed to be an independent SUBRECIPIENT and not an agent or employee of the CITY. The SUBRECIPIENT shall be liable for the actions of any person, organization or corporation with

which it subcontracts to fulfill this Agreement. Accordingly, SUBRECIPIENT shall be responsible for payment of all taxes including federal, state and local taxes arising out of the SUBRECIPIENT's activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required under existing or subsequently enacted laws, rules or regulations. SUBRECIPIENT shall not be entitled to any benefits afforded to CITY's employees, including without limitation worker's compensation, disability insurance, health insurance, vacation or sick pay. SUBRECIPIENT shall be responsible for providing, at SUBRECIPIENT's expense, and in SUBRECIPIENT's name, unemployment, disability, worker's compensation and other insurance, as well as licenses and permits usual or necessary for performance of its obligations pursuant to this Agreement. To the extent permitted by law, SUBRECIPIENT shall hereby defend, indemnify and hold the CITY harmless from any claims, losses, costs, fees, attorney's fees, liabilities, damages or injuries suffered by the CITY arising out of SUBRECIPIENT's failure with respect to its obligations in this Section. SUBRECIPIENT, upon request, shall furnish evidence satisfactory to the CITY that any or all of the foregoing obligations have been fulfilled. During SUBRECIPIENT's contacts with third parties they shall identify themselves as an independent party and not as an employee for the CITY. SUBRECIPIENT understands and agrees that they do not have the power or authority to bind CITY in any capacity. The CITY shall hold the SUBRECIPIENT as the sole responsible party for the performance of this Agreement. The SUBRECIPIENT shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Agreement or any subcontract awarded by the SUBRECIPIENT shall create a partnership, joint venture or agency with the CITY. Neither party shall have the right to obligate or bind the other party in any manner to any third party.

**SECTION 14. APPLICABLE LAW; VENUE; WAIVER OF JURY TRIAL**

Unless otherwise provided in this Agreement, the applicable laws of the United States of America and of the State of Nevada shall govern the validity, construction, performance and effect of this Agreement. Each party hereto consents to, and waives any objection to, the State courts located in the County of Clark, State of Nevada as the proper and exclusive venue for any disputes arising out of or relating to this Agreement or any alleged breach thereof. CITY and SUBRECIPIENT hereby waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other on any matters whatsoever arising out of or in any way connected with this Agreement, the relationship of CITY and SUBRECIPIENT, and/or any Claims of injury or damage. No legal proceeding arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by CITY and the SUBRECIPIENT, and any other person sought to be joined. Any consent to legal proceedings involving any additional person or persons shall not constitute consent to litigation of any dispute not described therein or with any person not named or described therein.

**SECTION 15. COMPLIANCE WITH LAWS**

The SUBRECIPIENT shall, in the performance of its obligations hereunder, comply with all

applicable laws, rules and regulations in EXHIBIT C AND of all governmental authorities having jurisdiction over the performance of this Contract, including but not limited to the Federal Occupational Health and Safety Act, Title VII of the Federal Civil Rights Act of 1964 et seq., including the Equal Employment Opportunity Act of 1972; 42 U.S.C. § 1981, the Age Discrimination in Employment Act of 1967, as amended (“ADEA”), the Americans with Disabilities Act, and Nevada’s Employment Practices Statutes (NRS 613.330 et seq.), as applicable.

Each and every provision of law and clause required by law to be inserted in this Agreement will be deemed to be inserted herein, and this Agreement shall be read and enforced as though it were included herein and if through mistake or otherwise any such provisions not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion.

**SECTION 16. SEVERABILITY**

If any term, covenant or condition of this Agreement, or any application thereof, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this clause shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

**SECTION 17. PROHIBITION AGAINST CONTINGENT FEES**

The SUBRECIPIENT warrants that no person or entity has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, and brokerage or contingent fee. For breach or violation of this warrant, the CITY shall have the right to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage brokerage or contingent fee.

**SECTION 18. PUBLICITY**

The CITY shall approve, in advance, all Publicity concerning the Services of the SUBRECIPIENT with respect to the performance of the Contract.

**SECTION 19. CONFIDENTIALITY**

Except as detailed in Section 41 of the Agreement, and to the extent permitted by law, all information, including but not limited to, oral statements, computer files, databases, and other material or data supplied to the SUBRECIPIENT pursuant to this Agreement is confidential and privileged. The SUBRECIPIENT shall not disclose this information, nor allow to it to be disclosed to any person or entity without the express prior written consent of the CITY. The

SUBRECIPIENT will use at least the same standard of care and exercise equivalent security measures to maintain the confidentiality of the CITY's information that it uses to maintain the confidentiality of its own confidential information; provided in no event shall such standard be less than reasonable care. The SUBRECIPIENT shall have the right to use any such confidential information only for the purpose of providing the Services under this Contract, unless the express prior, written consent of the CITY is obtained. CITY shall be and remain the sole owner of such confidential information. Nothing contained in this Contract shall be construed as granting or conferring any right or license in the CITY's information or in any patents, software, or other technology, either expressly or by implication to the SUBRECIPIENT. Upon request by the CITY, the SUBRECIPIENT shall promptly return to the CITY all confidential information supplied by the CITY, together with all copies and extracts. SUBRECIPIENT is required to employ the highest ethical standards and shall avoid those actions that are inconsistent with the CITY's best interest. The confidentiality requirements shall not apply where (i) the information is, at the time of disclosure by the CITY, then in the public domain; (ii) the information is known to the SUBRECIPIENT prior to obtaining the same from the CITY; (iii) the information is obtained by the SUBRECIPIENT from a third party who did not receive the same directly or indirectly from the CITY; or (iv) the information is subpoenaed by court order or other legal process, but in such event, the SUBRECIPIENT shall notify the CITY. In such event the CITY, in its sole discretion, may seek to quash such demand. The SUBRECIPIENT shall also require subcontractors and vendors to comply with this requirement and shall include this confidentiality provision in its agreements with all subcontractors and vendors related to the Services.

## **SECTION 20. SUBCONTRACTS**

SUBRECIPIENT agrees to include in all professional subcontracts, in connection with performance of the terms and obligations imposed under this Contract, the following:

- a. A provision that SUBRECIPIENT agrees to pay the subcontractor when paid for that portion of the Services by the CITY, that no liability arises on the part of the to the subcontractor for payment of the subcontracted Services until payment has been made by the CITY, and that if the CITY has paid the SUBRECIPIENT for said subcontracted Services, then the subcontractor's only recourse is against the SUBRECIPIENT and not against the CITY, either through the institution of legal or equitable action or the attachment of any lien.
- b. A provision that the subcontractors have no more rights against the CITY than that of the SUBRECIPIENT.
- c. A provision that the subcontractor agrees to be bound by all the terms, conditions and obligations of this Contract.

Further, Services specified by this Contract shall not be subcontracted by SUBRECIPIENT without prior written approval of the CITY. Approval by the CITY of SUBRECIPIENT's request to subcontract, or acceptance of or payment for subcontracted Services by the CITY shall not in any way relieve the SUBRECIPIENT of responsibility for the professional and

technical accuracy and adequacy of the Services. The SUBRECIPIENT shall be, and remain, liable for all damages to the CITY caused by negligent performance or non-performance of Services under this Contract by the SUBRECIPIENT's subcontractor or its sub-subcontractor. The compensation due under Section 2 of this Contract shall not be affected by the CITY's approval of the SUBRECIPIENT's request to subcontract.

**SECTION 21. RIGHT TO REVIEW AND AUDIT**

The SUBRECIPIENT agrees to maintain financial records and supporting documentation pertaining to all matters relative to this Agreement in accordance with standard accounting principles and procedures and to retain them for a period of five (5) years after project closeout, except those records subject to audit findings which shall be retained for three (3) years after such findings have been resolved. In the event the SUBRECIPIENT goes out of existence, the SUBRECIPIENT shall turn over to the CITY all of its records relating to this Agreement which will be retained by the CITY for the required period of time.

The SUBRECIPIENT agrees to permit the CITY, or its designated representatives, to inspect and audit its records and books relative to this Agreement at any time during normal business hours and under reasonable circumstances and to copy therefrom any information that the CITY desires concerning SUBRECIPIENT's operation of the Services. The SUBRECIPIENT further understands and agrees that the inspection and audit would be exercised upon written notice to the SUBRECIPIENT. If the SUBRECIPIENT records or books are not located within Clark County Nevada, SUBRECIPIENT agrees to deliver the records or books to the address within the CITY of Las Vegas designated by the CITY. If the CITY, or its designated representative(s), finds that the books or records delivered by the SUBRECIPIENT are incomplete, the SUBRECIPIENT agrees to pay the CITY, or its representative(s), the costs to travel (including travel, lodging, meals, and other related expenses) to the SUBRECIPIENT's offices to inspect and audit, as deemed necessary, all of the records or records pertaining to the Services, including the performance records that may be required by relevant directives from the funding sources of the CITY.

**SECTION 22. NOTICES**

All notices that are required or which may be given by either party to the other hereunder shall be in writing and delivered by personal delivery, by overnight delivery service, or by prepaid certified or registered U.S. mail, return receipt requested, addressed to the receiving party at the address appearing below or such other address as the receiving party may designate by notice given in the manner provided in this section. Such notice shall be deemed to have been received on the earlier of the date of personal delivery, the date of delivery through overnight delivery service, the date of receipt shown on the return receipt, or three (3) days after mailing in accordance with this section.

CITY: City of Las Vegas,  
Department of  
Neighborhood Services  
Attention: Kathi Thomas, Director

495 South Main Street, 3rd Floor  
Las Vegas, Nevada 89101

**SUBRECIPIENT:** Southern Nevada Health District  
ATTN: Contract Administration  
280 S. Decatur Blvd.  
Las Vegas, NV 89107

**SECTION 23. MODIFICATION**

This Contract may be modified or amended only by a written instrument duly executed on behalf of the parties hereto. In addition, SUBRECIPIENT and CITY hereby agree to amend or otherwise revise this Agreement in writing should such modification be required by HHS and/or any applicable Federal statutes or regulations.

**SECTION 24. TERMINATION**

This Contract may be terminated by the CITY after an Event of Default in accordance with Section 4.

The Contract may be terminated by the SUBRECIPIENT in the event the CITY defaults in the due observance and performance of any term, condition, or covenant contained herein and such default is not cured within thirty (30) days after the SUBRECIPIENT delivers written notice of such default to the CITY.

Either Party may terminate this Contract for any reason upon at least thirty (30) calendar days written notice to the other Party. In the event either Party delivers notice of its intent to terminate under this Contract pursuant to this paragraph, the SUBRECIPIENT shall terminate performance of the Services on a schedule acceptable to the CITY. If termination is for the CITY's convenience, the CITY shall pay the SUBRECIPIENT for all the Services performed and termination expenses, including, but not limited to, costs for charges incurred by the SUBRECIPIENT that cannot be cancelled. If termination is for the SUBRECIPIENT's convenience, SUBRECIPIENT will be paid for all Services actually provided and billed by SUBRECIPIENT as of the date of termination.

**SECTION 25. ENTIRE AGREEMENT**

This Contract constitutes the entire agreement between the parties hereto with respect to the matters covered thereby. All prior negotiations, representations and agreements with respect thereto not incorporated in this Contract are hereby canceled.

**SECTION 26. FORCE MAJUERE**

If the SUBRECIPIENT's Services under this Contract are delayed for reasons beyond the SUBRECIPIENT's control that could not have reasonably been foreseen by the SUBRECIPIENT, the time of performance shall be adjusted appropriately. Except where the

Services provided are under a continuous service contract for more than one (1) year from the Effective Date, the price shall be subject to renegotiation; any change in such price shall apply only to the unfinished Services as of the effective date of such change.

**SECTION 27. WAIVER OF CONSEQUENTIAL DAMAGES**

Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, negligent act or omission or any other act of either of them.

**SECTION 28. RELIANCE ON DATA**

In performance of the Services, the SUBRECIPIENT shall have the right to rely upon data and information provided by CITY, but will use such data or information to the extent such information would be relied upon by a reasonably prudent SUBRECIPIENT.

**SECTION 29. FISCAL FUNDING**

Funding of this Contract is dependent on budget appropriations set each fiscal year. If necessary funds to continue with the specified Services are not allocated by the CITY, this Contract shall be terminated at the expiration of the appropriated funds, and SUBRECIPIENT will not be required to complete Services for which funds are not appropriated. Furthermore, the CITY shall be liable only for payment proportional to the extent that Funds are received by the CITY, and SUBRECIPIENT shall be responsible for completion of Services only to the extent that such Services can be funded by CITY. Notwithstanding the foregoing, CITY reasonably believes that sufficient funds can be obtained for this Contract from the budget for the fiscal years covered by the term of this Contract.

**SECTION 30. EXECUTION IN COUNTERPARTS**

This Agreement may be executed in counterparts. All such counterparts will constitute the same contract and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by facsimile or e-mail and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

**SECTION 31. CONFLICT OF INTEREST**

The SUBRECIPIENT represents and warrants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Contract. Without limitation, the SUBRECIPIENT represents to the CITY that the SUBRECIPIENT has no present, and will have no future conflict of interest between providing the CITY Services hereunder and interest the SUBRECIPIENT may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state regulatory agency)



which has any interest adverse or potentially adverse to the CITY, as determined in the reasonable judgment of the CITY. In the event that any conflict of interest should nevertheless hereinafter arise, the SUBRECIPIENT shall promptly notify the CITY of the existence of such conflict of interest so that CITY may determine whether to terminate this Contract.

**SECTION 32. SUSPENSION**

The CITY may suspend performance by SUBRECIPIENT under this Contract for such period of time as the CITY, at its sole discretion, may prescribe by providing written notice to the SUBRECIPIENT at least ten (10) business days prior to the date on which the CITY wishes to suspend. The SUBRECIPIENT shall not perform further Services under this Contract after the effective date of suspension until receipt of written notice from the CITY to resume performance, and the time period for SUBRECIPIENT's performance of the Services shall be extended by the amount of time such performance was suspended. In the event the City delivers notice of its intent to suspend Services under this Contract, the SUBRECIPIENT shall suspend performance of the Services on a schedule acceptable to the CITY. If termination or suspension is for the CITY's convenience, the CITY shall pay the SUBRECIPIENT for all the Services performed and any costs for charges incurred by the SUBRECIPIENT that cannot be canceled.

**SECTION 33. TIME OF ESSENCE**

Time is of the essence as to each and every provision of this Contract.

**SECTION 34. AUTHORITY**

The Parties each represent and warrant that the person signing this Contract on behalf of the respective Party has all requisite authority to bind said Party to the terms and obligations of this Contract.

**SECTION 35. FEDERAL CONDITIONS**

This project may be funded in whole or part by federal funds, therefore the Health and Human Services Grant Agreement and related Federal Requirements, attached as Exhibit C, is applicable to this Contract. SUBRECIPIENT hereby certifies that it (i) has read and reviewed the same, and any statutes, rules, regulations and laws referenced, (ii) fully understands the same, and (iii) has received or has had the opportunity to receive full legal advice as to its legal rights and responsibilities thereunder. SUBRECIPIENT hereby covenants and agrees to comply with all governmental requirements at all times during the term of this Agreement.

**SECTION 36. EXHIBITS**

Each of the Exhibits referenced in this Contract is incorporated herein by reference. In the event of an inconsistency between any provision of this Contract and the terms and conditions of the Exhibits, the provision of this Contract shall govern.

**SECTION 37. SECTION HEADINGS AND SUBHEADINGS**

The Section heading and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

**SECTION 38. INTERPRETATION**

Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s). Whenever in this Agreement any words of obligations or duty are used in connection with either party, such words shall have the same force and effect as though framed in the form of express covenants on the part of the party obligated.

**SECTION 39. BINDING ON PERMITTED SUCCESSORS AND ASSIGNS**

The terms, provisions, covenants and conditions contained in this Agreement shall apply to, bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives and permitted successors and assigns.

**SECTION 40. OFFICIAL, AGENT AND EMPLOYEES OF THE CITY NOT PERSONALLY LIABLE**

It is agreed by and between the parties of this Agreement, that in no event shall any official, officer, employee, or agent of either Party in any way be personally liable or responsible for any covenant or agreement therein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

**SECTION 41. PUBLIC RECORDS**

The Parties are public agencies as defined by state law. As such, each Party is subject to the Nevada Public Records Law (NRS Chapter 239). The Parties' records are public records, which are subject to inspection and copying by any person (unless declared by law to be confidential). This Agreement and all supporting documents are deemed to be public records.

**[LEFT BLANK INTENTIONALLY AND SIGNATURES APPEAR ON NEXT PAGES]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representations the day and year first above written.

**CITY OF LAS VEGAS**

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

\_\_\_\_\_  
Carolyn G. Goodman, Mayor                      Date

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH                      Date  
Executive Director

**Attest:**

\_\_\_\_\_  
LuAnn D. Holmes, MMC, City Clerk                      Date

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

*This document is approved as to form.  
Signatures to be affixed upon ratification by  
SNCHC's governing body*

\_\_\_\_\_  
Deputy City Attorney

By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District  
doing business as Southern  
Nevada Community Health Center

**Council Action:** \_\_\_\_\_, 2022– Item # \_\_\_\_\_

**EXHIBIT “A” WORK- PLAN**

<b>Name of Project: City of Las Vegas (CLV) Health Equity and Literacy (HEAL) Project</b>				
<b>Goal 1: The HEAL initiative aims to increase health literacy among disparate populations in Las Vegas, Nevada.</b>				
<b>Objective 1</b>	<b>Activities/Tasks</b>	<b>Responsible Person</b>	<b>Timeframe</b>	<b>Outputs</b>
1. By the end of quarter 2, form a community stakeholder group.	<ul style="list-style-type: none"> <li>a. Identify and obtain commitments from community stakeholders to inform HEAL Project</li> <li>b. Schedule quarterly meetings for stakeholder group</li> </ul>	<ul style="list-style-type: none"> <li>a. CLV</li> <li>b. CLV</li> </ul>	<ul style="list-style-type: none"> <li>a. Quarter 1-2</li> <li>b. Quarter 2, 3, 4, 5, 6, 7, and 8</li> </ul>	<ul style="list-style-type: none"> <li>a. Final list of stakeholders</li> <li>b. Meeting minutes from each of the stakeholder meetings</li> </ul>
<b>Objective 2</b>	<b>Activities/Tasks</b>	<b>Responsible Person</b>	<b>Timeframe</b>	<b>Outputs</b>
2. By the end of quarter 2, enroll 4 FQHCs/Wellness Centers to participate in the Health Equity and Literacy (HEAL) project.	<ul style="list-style-type: none"> <li>a. Identify 4 FQHCs/Wellness Centers</li> <li>b. Identify lead decision makers who can make changes in each of the FQHCs/Wellness Centers for both the control and intervention groups</li> <li>c. Complete Memorandums of Understanding (MOUs) with 4 FQHCs/Wellness Centers</li> </ul>	<ul style="list-style-type: none"> <li>a. CLV</li> <li>b. CLV</li> <li>c. CLV</li> <li>d. UNLV</li> </ul>	<ul style="list-style-type: none"> <li>a. Quarter 1-2</li> <li>b. Quarter 1-2</li> <li>c. Quarter 2</li> <li>d. Quarter 2</li> </ul>	<ul style="list-style-type: none"> <li>a. 4 FQHCs/Wellness Centers participate in CLV’s HEAL Project</li> <li>b. 4 lead decision makers identified at each of the FQHCs/Wellness Centers</li> <li>c. MOUs with 4 FQHCs/Wellness Centers</li> </ul>

	<p>d. At each of the 4 FQHCs/Wellness Centers, complete organization CLAS pre-assessments and collect the following matching variables:</p> <ul style="list-style-type: none"> <li>Zip codes</li> <li>Demographics of patients</li> <li>Number of medical providers</li> <li>Type of medical providers</li> <li>Number of staff (Administration)</li> <li>Number of and type of patients (new vs. existing)</li> <li>Number of existing CHWs</li> <li>Presence of COVID-19 testing</li> <li>Presence of COVID-19 vaccination</li> </ul> <p>e. Assign 2 FQHCs/Wellness Centers as control and 2 FQHCs/Wellness Centers as intervention considering the CLAS assessment and the matching variables listed above</p>	<p>e. UNLV</p>	<p>e. Quarter 2</p>	<p>d. 100% completed organizational CLAS pre-assessments</p> <p>e. 2 FQHCs/Wellness Centers assigned to the control group and 2 assigned to the intervention group</p>
<b>Objective 3</b>	<b>Activities/Tasks</b>	<b>Responsible Person</b>	<b>Timeframe</b>	<b>Outputs</b>

<p>3. By the end of quarter 4, 100% of FQHCs/Wellness Centers in the <i>intervention</i> group will have received their CLAS training and technical assistance.</p>	<p>a. Collect and analyze pre-assessments of staff and patients at 2 intervention FQHCs/Wellness Centers to quantify current health literacy</p> <p>b. Conduct CLAS training with FQHCs/Wellness Center staff at the 2 intervention FQHCs/Wellness Centers</p> <p>c. Identify existing and/or create evidence-based, culturally and linguistically appropriate, health education materials for COVID-19 vaccination, testing, and treatment</p> <p>d. Conduct technical assistance/coaching sessions for the 2 intervention FQHCs/Wellness Centers</p>	<p>a. UNLV/FQHCs/Wellness Centers</p> <p>b. TBD</p> <p>c. Stakeholders CLV, UNLV, CSN</p> <p>d. TBD</p>	<p>a. Quarter 3</p> <p>b. Quarter 3</p> <p>c. Quarter 2-3</p> <p>d. Quarter 3-4</p>	<p>a. 50% of staff and 175 patients will complete pre-assessments as baseline measures of health literacy</p> <p>b. 80% of FQHCs/Wellness Center staff will complete the pre/post training survey</p> <p>c. Number of COVID-19 materials that were provided to FQHCs/Wellness Centers</p> <p>d. Documentation of technical assistance/coaching provided at FQHCs/Wellness Centers</p>
Objective 4	Activities/ Tasks	Responsible Person	Timeframe	Outputs
<p>4. By the end of quarter 4, At least 20 Community Health Workers (CHWs) will complete</p>	<p>a. Recruit CHW candidates from target zip codes</p> <p>b. Train candidates for CHW certification</p>	<p>a. CSN</p> <p>b. CSN</p> <p>c. UNLV, CSN</p>	<p>a. Quarter 1-3</p> <p>b. Quarter 2-4</p> <p>c. Quarter 2-4</p>	<p>a. 100% of CHWs trained are from target zip codes</p> <p>b. 20 CHWs certified</p> <p>c. 100% of CHWs completed pre-</p>

CHWs training.	c. Conduct pre- and post-training assessments regarding health literacy			and post-health literacy assessments
<b>Objective 5</b>	<b>Activities/ Tasks</b>	<b>Responsible Person</b>	<b>Timeframe</b>	<b>Outputs</b>
5. By the start of quarter 4, the <i>intervention</i> group will begin implementation of CLAS standards.	<p>a. Assign trained CHWs to the 2 intervention FQHCs/Wellness Centers</p> <p>b. Implementation of CLAS standards</p> <p>c. Disseminate culturally and linguistically appropriate, health education materials for COVID-19 vaccination, testing, and treatment to 2 intervention FQHCs/Wellness Centers</p> <p>d. Collect data from patients at the 2 intervention FQHCs/Wellness Centers</p> <p>e. Collect data from FQHCs/Wellness Center staff and CHWs at the 2 intervention FQHCs/Wellness Centers</p>	<p>a. CLV</p> <p>b. CHWs and FQHC/Wellness Center</p> <p>c. CHWs and FQHC/Wellness Center</p> <p>d. CHWs</p> <p>e. UNLV</p>	<p>a. Quarter 2-4</p> <p>b. Quarter 4-8</p> <p>c. Quarter 4-8</p> <p>d. Quarter 4-8</p> <p>e. Quarter 7</p>	<p>a. A maximum of 10 paid CHWs will be assigned to each intervention site</p> <p>b. Number of CLAS strategies adopted or changed</p> <p>c. Clinic staff disseminate COVID-19 related to educational material</p> <p>d. At least 300 Patients will complete health literacy surveys: pre-&amp; post-visit and 2 week follow-up</p> <p>e. At least 50% of FQHCs/Wellness Center staff and 100% of</p>

				CHWs will complete post-surveys
<b>Objective 6</b>	<b>Activities/ Tasks</b>	<b>Responsible Person</b>	<b>Timeframe</b>	<b>Outputs</b>
6. By end of quarter 7, data collection and incentive activities at the 2 <i>control</i> sites will be completed.	<ul style="list-style-type: none"> <li>a. Collect and analyze pre-assessments of staff and patients at the 2 Control FQHCs/Wellness Centers to quantify current health literacy</li> <li>b. Collect post-assessment data from patients</li> <li>c. Conduct CLAS training with center staff</li> </ul>	<ul style="list-style-type: none"> <li>a. UNLV</li> <li>b. UNLV</li> <li>c. TBD</li> </ul>	<ul style="list-style-type: none"> <li>a. Quarter 3</li> <li>b. Quarter 6</li> <li>c. Quarter 7</li> </ul>	<ul style="list-style-type: none"> <li>a. 50% of staff and 175 patients will complete pre-assessments as baseline measures of health literacy</li> <li>b. At least 175 patients will complete post-assessment health literacy surveys</li> <li>c. 80% of staff completed pre and post CLAS training surveys</li> </ul>
<b>Objective 7</b>	<b>Activities/ Tasks</b>	<b>Responsible Person</b>	<b>Timeframe</b>	<b>Outputs</b>
7. By the middle of Quarter 8, CHWs professional advancement	<ul style="list-style-type: none"> <li>a. Conduct career advancement survey via telephone/online of CHWs to assess their obtainment of CHWs II</li> </ul>	<ul style="list-style-type: none"> <li>a. UNLV</li> </ul>	<ul style="list-style-type: none"> <li>a. Quarter 8</li> </ul>	<ul style="list-style-type: none"> <li>a. 70% of CHWs will complete career advancement surveys</li> </ul>



will be assessed.	status, as well as current job status			
<b>Objective 8</b>	<b>Activities/Tasks</b>	<b>Responsible Person</b>	<b>Timeframe</b>	<b>Potential Outcomes</b>
8. By the end of Quarter 8, final results from the project will be available.	<ul style="list-style-type: none"> <li>a. Conduct data entry and analysis</li> <li>b. Write report</li> </ul>	<ul style="list-style-type: none"> <li>a. UNLV</li> <li>b. UNLV</li> </ul>	<ul style="list-style-type: none"> <li>a. Quarter 3-7</li> <li>b. Quarter 8</li> </ul>	<ul style="list-style-type: none"> <li>a. Complete data analysis</li> <li>b. Complete report</li> </ul>

## EXHIBIT B PROGRAM BUDGET

The total amount of funds to be provided by City for the Subrecipient's Services under this Agreement shall not exceed the sum of TWO HUNDRED AND FORTY-SEVEN THOUSAND, THREE HUNDRED AND FORTY-SIX NO/100THS DOLLARS (\$247,346) The Subrecipient agrees to invoice the City only for eligible budget expenditures set forth in the line item categories identified below:

2022-2024	Year 1	HEAL/CLAS			
SNHD		<u>EXPENSE CLASSIFICATION:</u> Salaries			<u>Funding Totals</u>
<b>Personnel</b>	<b>Name</b>	<b>Salaries</b>	<b>FTE</b>	<b>Years</b>	
Health Equity	Xavier Foster	\$ 106,725	0.15	1	\$ 16,009
<b>Total Staffing</b>			<b>0.15</b>		<b>16,009</b>
<b>Fringe 42.75%</b>					
	<b>Fringe</b>		<b>42.75%</b>		<b>\$6,844</b>
<b>Personnel Total</b>					<b>\$22,853</b>
SNHD		<u>EXPENSE CLASSIFICATION:</u> Equipment			<u>FEDERAL</u>
	<b>Equipment</b>		<b>Cost</b>	<b>QTY</b>	
<b>Equipment Total</b>					<b>\$0</b>
SNHD		<u>EXPENSE CLASSIFICATION:</u> Supplies			<u>FEDERAL</u>
	<b>Supplies</b>		<b>Cost</b>	<b>Quantity</b>	
Office SuppliesSupplies including pens, paper, ink, folders, printed materials, paper clips, staplers, staples, tape dispensers, tape, markers, highlighters, push pins, tacks, post-its, and other office supplies needed to operate the Health Center @ \$100 per month per CHW for 12 months					
		\$ 300		12	\$3,600
<b>Supplies Total</b>					<b>\$3,600</b>
SNHD		<u>EXPENSE CLASSIFICATION:</u> Travel			<u>FEDERAL</u>
	<b>Travel</b>		<b>Cost</b>	<b>Quantity</b>	
Travel - \$0.62 per mile x 100 miles per month (\$62) x 3 CHWs = \$186 & \$186/month x 12 months = \$3,348					
		\$ 186		12	\$2,232
<b>Travel Total</b>					<b>\$2,232</b>
SNHD		<u>EXPENSE CLASSIFICATION:</u> Other			<u>FEDERAL</u>
	<b>Other</b>		<b>Cost</b>	<b>Unit</b>	
Dell Latitude 7410 BTX Laptops @ \$1199.40 x 3					
		\$ 1,199.40		3	\$3,599
Printing Materials and Supplies for external and internal education, promotion, handouts, signage, training, etc.					
		\$ 500.00		12	\$6,000
					<b>\$9,599</b>
SNHD		<u>EXPENSE CLASSIFICATION:</u> Contractual			<u>FEDERAL</u>
3 Temporary CHWs @ \$29.90/hour x 40 hours/week = \$3,588/week x 52 weeks					
		\$ 3,588.00		52	\$186,576
<b>Contractual Total</b>					<b>\$186,576</b>
<b>Total Direct Cost:</b>					<b>\$224,860</b>
<b>Indirect Costs - % of Direct Costs</b>				<b>10%</b>	<b>\$22,486</b>
<b>Total Budget</b>					<b>\$247,346</b>

## REQUEST FOR RELEASE OF FUNDS (“RFF”)

This form must be used to request reimbursement by the City of Las Vegas Department of Neighborhood Services Health and Human Services funds allocated for the Subrecipient’s Services. This Request for Funds should be emailed to the project coordinator by the 15<sup>th</sup> of each month for the following month’s expenses. Failure to properly submit this form, along with back-up documentation, such as copies of canceled checks, invoices, purchase orders, accounts payable printout or check register, will result in a non-pay status for the request. ***Do not alter this form.*** These funds must be used for reimbursement of expenses identified by the Subrecipient in the Program Budget Form. The Subrecipient may not seek reimbursement or use the funds for line item expenses not identified in the Program Budget Form, and not included on this RFF. Signature below certifies that this information is true and correct.

If there are questions regarding the eligibility of an expense, please call our office before you spend. Ineligible expenses will not be reimbursed. Additionally, unless requested and approved in writing, Subrecipients are expected to spend and request reimbursement **monthly**.

Total Award	<b>\$247,346</b>	
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Request #	Amount of Request	Period Covered
		From                      To

Subrecipient:	Phone:
Program:	FAX:
Contact Person:	E-mail:

Account Title	Budgeted Amount	Request Amount	Previous Drawdowns	Remain ing Funds
Direct Client Services (salaries)	\$			
Administration (salaries)	\$			
Direct Program Delivery Costs	\$			
Supplies	\$			
Operating Costs	\$			
<b>TOTAL</b>	<b>\$</b>			

“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award and related Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

\_\_\_\_\_

Signature
Date

**EXHIBIT C**  
**FEDERAL**  
**CONDITIONS**

**FEDERAL GENERAL CONDITIONS**

- A.** Compliance with Terms and Conditions. You must comply with all terms and conditions outlined in this agreement, including grant policy terms and conditions contained in applicable Department of Health and Human Services (HHS) Grant Policy Statements (GPS), (note any references in the GPS to 45 C.F.R. Part 74 or 92 are now replaced by 45 C.F.R. Part 75, and the SF-269 is now the SF-425), and requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. By drawing or otherwise obtaining funds, you accept the terms and conditions of the award and agree to perform in accordance with the requirements of the award.
- B.** The HHS Grants Policy Statement is available at:  
<http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>  
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS awards are at 45C.F.R. Part 75.

**TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD**

**DATE: March 21, 2023**

**RE: *Approval of an Agreement with Lambda-Cade (Jerry Cade, MD), to Provide Professional Services in the Southern Nevada Community Health Center Clinics.***

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**PETITION #04-23**

**That the Southern Nevada Community Health Center Governing Board *approve an agreement with Lambda-Cade (Jerry Cade, MD), 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 Jerry Cade, MD (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  
LAMBDA-CADE HEALTH CARE LTD  
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 Lambda-Cade Health Care Ltd (“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, behavioral health services, infectious disease services, nutrition 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 the Southern Nevada Health District’s infectious disease clinics (the “Services”); and

WHEREAS, Contractor represents that it 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 April 1, 2023 through March 31, 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) Jerry Cade, MD's license to practice is revoked or suspended; or (d) Jerry Cade, 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 Jerry Cade, MD, possesses a valid and unlimited license to practice medicine pursuant to the laws of the State of Nevada;
- d) Ensure Jerry Cade, 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) INSURANCE. 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.
  - 15.01 A completed form similar to Attachment C, Workers' Compensation Coverage Statement for Independent Contractor, with applicable documents attached to it must be provided to Health Center's Contract Administrator ([Contracts@snhd.org](mailto:Contracts@snhd.org)) 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.
- 16) 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.

- 17) INDEMNIFICATION. Neither Party waives any right or defense to indemnification that may exist in law or equity.
- 18) 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.
- 19) 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. Jerry Cade, M.D. shall be the single point of contact for Contractor.
- 20) 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.
- 21) ASSIGNMENT. Contractor shall not assign, transfer, or delegate any rights, obligations or duties under this Agreement without the Health Center's prior written consent.
- 22) 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.
- 23) 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.
- 24) 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.
- 25) 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.
- 26) 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.
- 27) TIME. Contractor agrees that time is of the essence in this Agreement.
- 28) 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.

- 29) THIRD PARTY BENEFICIARIES. This Agreement and attachments hereto, are not intended to confer any rights to any person or entity not a party hereto.
- 30) 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>

- 31) 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	Lambda-Cade Health Care, Ltd.
doing business as	1923 Capistrano Ave.
Southern Nevada Community Health Center	Las Vegas, NV 89169
Contract Administrator, Legal Department	
280 S. Decatur Blvd.	
Las Vegas, NV 89107	

- 32) 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 after receipt of Governing Body approval.

By: \_\_\_\_\_  
Heather Anderson-Fintak, Esq.  
General Counsel  
Southern Nevada Health District  
doing business as  
Southern Nevada Community Health Center

LAMBDA-CADE HEALTH CENTER LTD

By: \_\_\_\_\_  
Jerry Cade, 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. 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. Jerry Cade, 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 April 1, 2023 through March 31, 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 April 1, 2023 through March 30, 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 April 1, 2025 through March 30, 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  
LAMBDA-CADE HEALTH CARE LTD**

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 Lambda-Cade Health Care Ltd (“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 Lambda-Cade Health Care Ltd  
F2310007

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**  
**LAMBDA-CADE HEALTH CARE LTD**

By: \_\_\_\_\_  
 Name: Fermin Leguen, MD, MPH  
 Title: Executive Director

By: \_\_\_\_\_  
 Name: Jerry Cade, M.D.

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

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

**ATTACHMENT C  
WORKERS' COMPENSATION COVERAGE STATEMENT FOR INDEPENDENT CONTRACTORS**

<b>Contractor's Legal Business Name</b> (Include any name doing business as)		<b>Type of Business</b>	<b>Business Telephone Number</b>
<b>Business Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>
<b>Federal Identification Number</b>	<b>Social Security No.</b>	<b>Occupational or Business License # (circle one)</b>	
<b>Name of Contractor's Principal Owner</b> (Please Print)		<b>Principal Owner's Telephone</b>	
<b>Contractor Principal Owner's Address</b>	<b>City</b>	<b>State</b>	<b>Zip Code</b>

**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"):

---

<b>Effective Date of Coverage</b>	<b>Insurer</b>	<b>Policy Number</b>
-----------------------------------	----------------	----------------------

( ) 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.

---

<b>Effective Date</b>	<b>Certificate Number</b>
-----------------------	---------------------------

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



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

**TO: SOUTHERN NEVADA COMMUNITY HEALTH CENTER GOVERNING BOARD**

**DATE: March 21, 2023**

**RE: *Approval/Ratification of a non-exclusive Client Services Agreement between the Southern Nevada Community Health Center and RPh on the Go USA, LLC***

---

**PETITION #05-23**

**That the Southern Nevada Community Health Center Governing Board *approve/ratify the non-exclusive Client Services Agreement between Southern Nevada Community Health Center and RPh on the Go USA, LLC for the purpose of referring and placing licensed pharmacists for assignments at the Southern Nevada Community Health Center.***

**PETITIONERS:**

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

**Randy Smith, FQHC Operations Officer** *RS*

**DISCUSSION:**

This Client Services Agreement allows RPh on the Go, USA to use its commercially reasonable efforts and comprehensive pre-employment screenings to refer and place licensed pharmacists for assignments at the Southern Nevada Community Health Center location at the 2830 E. Fremont Street, Las Vegas, Nevada.

**FUNDING:**

The cost for this contract is \$79,488. Funding will come from the Pharmacy general fund.





## Client Services Agreement

F2310008

RPh on the Go USA, LLC (hereafter referred to as "RPh on the Go") and Southern Nevada Health District doing business as the Southern Nevada Community Health Center (hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement effective the date of execution for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement, including the details of Addendum B, Rate Schedule, shall govern the overall terms of the relationship, while a separate Client Confirmation, Assignment Details (Addendum A) for each placement will outline varying specifics as to bill rates, personnel, and assignment lengths.

### 1. Scope of Services.

RPh on the Go will use its commercially reasonable efforts to provide Consultants for assignment with Client at its 2830 E. Fremont Street, Las Vegas, Nevada location. RPh on the Go will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including worker's compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, RPh on the Go will use its commercially reasonable efforts to find a replacement in a timely manner.

### 2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor, and that each Consultant shall be an employee of RPh on the Go and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. RPh on the Go agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain all payroll records and to withhold and remit all payroll taxes and social security payments. RPh on the Go does not ordinarily use subcontractors or independent contractors in providing services. Should the need to use a sub-contractor or independent contractor arise, RPh on the Go will notify Client in advance of the assignment in order to receive approval of this arrangement.

### 3. Insurance.

RPh on the Go will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employers Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

### 4. Competency.

RPh on the Go will conduct comprehensive pre-employment screenings to provide licensed Consultants who meet applicable professional standards. RPh on the Go will endeavor to present only Consultants who are qualified for Client's open position(s) based on job requirements and competencies established by Client either verbally or in writing. While RPh on the Go will make every effort to pre-screen job candidates based on these requirements, Client acknowledges that competency determination and candidate assignment decision is ultimately the responsibility of the Client. To this end, RPh on the Go will make available to Client all appropriate Consultant records that RPh on the Go may permissibly disclose (e.g., skills checklists, work histories, etc.) and will facilitate an interview between Client and Consultant in order to assist Client in making the hiring decision if necessary. To further establish and monitor Consultant competency, RPh on the Go will conduct periodic performance evaluations.

### 5. On-Site Responsibility.

Client is responsible for providing all support, facilities, orientation, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that RPh on the Go is not providing healthcare services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of care and acknowledges that RPh on the Go is not responsible for directing or managing the Consultant's on-site performance. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

## **6. Employment of Consultants.**

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by RPh on the Go for a period of one year after the latest date of introduction, referral, or placement or expiration of the contract assignment. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to thirty (30) percent (or \$20,000, whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to RPh on the Go upon start date.

## **7. Equal Opportunity.**

It is the policy of RPh on the Go to provide equal opportunity to all Consultants for employment. RPh on the Go and Client will screen based on merit only. All Consultants will be free from discrimination due to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or protected veteran status.

## **8. Professional Fees.**

Client will pay RPh on the Go based on the service charges specified as pre-agreed upon with Addendum B, Rate Schedule. Any Professional Fees varying from Addendum B, Rate Schedule, will be agreed upon by the Parties using a form similar to Addendum A, Client Confirmation, Assignment Details. Upon prior Client approval, Client will be invoiced for all travel, lodging, and relocation expenses for each Consultant assigned to Client facility(ies).

## **9. Payment Terms.**

Client will be billed on a monthly basis for all services provided during the previous month. Payment is due within thirty (30) days of receipt of invoice and shall be considered in default thirty (45) days from issuance of RPh on the Go invoice. RPh on the Go reserves the right, at its option, to discontinue any extension of credit. Invoices will be sent to Client's billing address as set forth below:

Southern Nevada Health District  
Attention: Accounts Payable  
280 S. Decatur Blvd, Las Vegas, NV 89107  
Email: AP@snhd.org

## **10. Limitation of Liability.**

TO THE EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

## **11. Administrative Responsibilities.**

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify RPh on the Go in writing within three (3) business days of alleged failure. Failure to notify RPh on the Go within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Consultant. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Consultant. Failure to notify RPh on the Go prior to the fourth (4<sup>th</sup>) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Consultant.

## **12. Injury, Incident and Error Tracking.**

Client will report to RPh on the Go any performance issues, incidents, errors, sentinel and/or other events related to the care and services provided by RPh on the Go employees. RPh on the Go will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. Consultants will report any occupational safety hazard or work-related injury to both RPh on the Go and Client concurrently. Client is responsible for procedural training of RPh on the Go's Consultants with regard to reporting requirements of Client. If RPh on the Go's Consultants are not eligible for treatment of work place injuries or incidents by Client or if reporting requirements change during the term of the Agreement, Client is responsible for notification of such information to RPh on the Go.



All events must be reported to RPh on the Go's Quality Assurance and Compliance Department within 48 hours of occurrence or discovery, whichever is greater. Client can report events 24-hours a day, seven days per week by calling 1-800-553-7359.

### **13. Reporting of Work-Related Injuries.**

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate for unit to which RPh on the Go's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to RPh on the Go within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to RPh on the Go concurrently with Client for the purpose of reporting such event to RPh on the Go's workers compensation carrier. If RPh on the Go's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both RPh on the Go and RPh on the Go's Consultant.

### **14. Termination of Contracted Assignment with Cause.**

If Client requests removal of Consultant, who's been scheduled for 4 weeks or longer, due to performance issues, misconduct or failure to pass any physical, drug screen or other assessment, immediate written and verbal notice specifying all reasons and facts is required within 48 hours including all supporting documentation specifying the reasons and facts of the termination. If the Client does not provide such documentation within the required timeframe, Client will be assessed a severance fee equal to two (2) weeks of billing. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Injury, Incident and Error Tracking procedures set forth in paragraph 11 of this agreement. RPh on the Go shall have seventy-two (72) hours to refill the position with no penalty in the event of termination with cause.

### **15. Termination of Contracted Assignment without Cause.**

Client may cancel any future confirmed or active assignment with two (2) weeks written notice. Client is responsible for all charges and fees prior to cancellation date and through the two (2) week period of notice. In the event Client is unable to provide two (2) weeks' notice of termination, Client will be billed for all shifts in the proceeding two (2) weeks at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by RPh on the Go as a result of such cancellation.

### **16. Guaranteed Minimum Hours.**

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled shift(s) or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours.

### **17. Overtime Policy.**

Client agrees to pay 1.5 times the regular Bill Rate for hours worked in excess of 40 hours during a one-week work period. The work week is defined as Monday through Sunday. (For Clients in California only: Overtime shall be defined as hours worked in excess of 8 hours during any 24-hour period or in excess of 40 hours during a one-week work period and will be billed at 1.5 times the regular Bill Rate. Additionally, hours worked in excess of 12 hours in any 24-hour period shall be billed at the rate of two (2) times the regular Bill Rate.)

### **18. Holiday Policy.**

Client agrees to pay 2 times the regular Bill Rate for hours worked on the following observed holidays: New Years Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving Day and Christmas Day. If the department to which Consultant is assigned is closed for a holiday, the guaranteed minimum hours will be reduced by the number of hours regularly scheduled for that shift. Client will endeavor to offer additional shifts during that workweek to compensate for these missed hours.

### **19. Paid Sick Leave.**

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

### **20. On-Call and Call Back Policy.**

Client will be billed an hourly On Call Rate specified by each Assignment Confirmation for hours in which a consultant



is On Call but not working in the Client's facility. Should Consultant be called into Client's facility during the On-Call period, Client will be billed at the applicable hourly rate for a minimum of one (1) hour beginning when the Consultant receives a phone call requesting their presence at Client's facility.

**21. Reassignment of Consultants.**

Client agrees only to reassign ("float") Consultants into areas which are appropriate based on the Consultant's skills, qualifications and experience. In addition, Client agrees to reassign Consultants in accordance with its own policies and in rotation with its own employees.

**22. Multiple Locations.**

If client requires Consultant to travel to and perform services at more than one location, Client will compensate RPh on the Go for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

**23. Unscheduled Facility Closure Policy.**

The parties agree that in the event of an unforeseen or unexpected interruption in a Consultants assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will be invoiced and shall pay for each such affected Consultants services at the reduced rate of fifty percent (50%) of the Consultants normal billable rate for each day that the Consultant (s) is unable to work by virtue of such Unscheduled Closure.

**24. Indemnification.**

To the extent permitted by law, each party will indemnify, defend and hold harmless the other against third party claims arising from breaches of the parties' respective obligations under this Agreement.

**25. Confidentiality.**

Consultants are considered members of Client's workforce only for the purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as it may from time to time be amended, within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Client and does not establish an employment relationship. If, however, during the term of this Agreement, the Department of Health and Human Services, Office of Civil Rights or any other empowered federal or state agency, court or administrative tribunal determines that RPh to Go is a Business Associate, as described in the federal privacy regulations, or if the Parties otherwise reasonably determine that RPh to Go will likely be so defined as a Business Associate under such federal privacy regulations, the parties will promptly agree upon such procedures and requirements relating to handling private health information and will ensure compliance with applicable governmental requirements and regulations.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement.** It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information. The only exceptions will be: (a) Information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement, (b) disclosures as required by law. Notwithstanding the foregoing, the parties acknowledge Client is a public entity subject to Nevada's Public Records Act pursuant to Nevada Revised Statutes Chapter 239. Accordingly, documents, including this Agreement, may be open to public inspection and copying; provided however, that RPh to Go shall have the right to timely object or dispute the production of such documents, agreements, or other materials in the appropriate court, and in the event of such objection Client shall not produce any such documents, agreements, or other materials until a determination is made by a court of competent jurisdiction. For avoidance of doubt, Confidential Information of RPh on the Go shall include, but is not limited to, any and all unpublished information owned or controlled by RPh on the Go and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of RPh on the Go and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

**26. Notices.**





All notices required to be given in writing will be sent to the names/addresses listed below.

**To RPh on the Go:**

Address: 8430 W. Bryn Mawr  
Suite 1150  
Chicago, IL 60631

Telephone: 800-553-7359

With a copy to: Contract Administration  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092

**To Client**

Address: Southern Nevada Health District  
Attn: Contract Administrator, Legal Dept.  
280 Decatur Blvd.  
Las Vegas, NV 89107

Telephone: 702-759-1000

With a copy to:

**27. Hours of Operation.** RPh on the Go's standard hours of operation are Monday through Friday, 8:00 AM to 5:00 PM Central time. For orders, complaints, or emergent situations, a representative from RPh on the Go can be reached 24-hours per day, seven days per week at 800-553-7359.

**28. Term.**

This agreement shall remain in effect for one (1) year beginning on March 13, 2023 ("Effective Date") through March 12, 2024, unless terminated sooner pursuant to the terms of this Agreement.

**29. Conflicts of Interest.**

The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with their ability to perform their obligations hereunder objectively and effectively. To that end, the Parties hereby certify and represent that their officials, employees and agents do not have any significant financial or other pecuniary interest in the other party's business enterprise, and that no inducements of monetary or other value were offered or given to any officer, employee or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**30. Survival.**

The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation or expiration of this Agreement, shall survive termination, cancellation or expiration of this Agreement.

**31. Governing Law.**

This Agreement shall be governed by the laws of the state of Nevada.

**32. Statement of Eligibility.**

Each Party acknowledges to the best of its knowledge, information, and belief, and to the extent required by law, neither it nor any of its respective employees/contractors is/are: i) currently excluded, debarred, suspended, or otherwise ineligible to participate in federal health care programs or in federal procurement or non-procurement programs; and ii) has/have not been convicted of a federal or state offense that falls within the ambit of 42 USC 1320a-7(a).

**33. Modification of Agreement.**

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

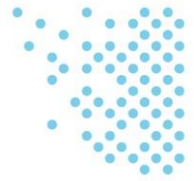
**34. Entire Agreement.**

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein specifically concerning Consultant placement at Client's 2830 E. Fremont St., Las Vegas, Nevada location upon full execution. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or



# Client Confirmation

# Addendum A



## Assignment Details

Client will pay RPh on the Go for hours worked by Consultant on the following terms:

Client Name: \_\_\_\_\_

Consultant: \_\_\_\_\_

Office Use Only  
Placement ID

Assignment Start Date: \_\_\_\_\_ Assignment End Date: \_\_\_\_\_

Assigned Department: \_\_\_\_\_

Shift: \_\_\_\_\_

Schedule: \_\_\_\_\_

Expected Weekly Hours: \_\_\_\_\_

Bill Rate per Hour \$ \_\_\_\_\_

Overtime Rate per Hour \$ \_\_\_\_\_

On Call Rate per Hour \$ \_\_\_\_\_

Call Back Rate per Hour \$ \_\_\_\_\_

Per Diem Rate \$ \_\_\_\_\_

Holiday Rate \$ \_\_\_\_\_

*Observed holidays include:  
New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day.*

Miscellaneous:

- Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- Client agrees to not directly or through a third-party hire RPh on the Go Consultant for a period of one year after the completion of the assignment.
- If RPh on the Go Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

RPh on the Go Contact: Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

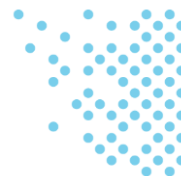
**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless notified by Client within forty-eight (48) hours of client's receipt of this Confirmation.**



Telephone: 847-588-7170

Toll Free: 1.800.553.7359

# Addendum B – Rate Schedule



**Client Name:**

**Client Location:**

**Hourly Bill Rate: Staff Pharmacists**

\$ 88.32

Rates may be overwritten on Client Confirmation Addendum with Client approval. Client will pay RPh on the Go for hours worked by Consultant on the following terms:

**Minimum Hours:** 6 hour minimum charge per day

**Shift Differential:** Surcharge of \$10/hr for overnight shifts

**PIC:** Surcharge of \$10/hr

**Overtime Rate:** 1.5 times the Bill Rate

**Less than 24 hours' notice:** 2 times the Bill Rate for the first 12 hours

**Mileage/Drive Time:** When the distance traveled by the Pharmacist and/or Technician from his/her residence to the Client's premises where services will be performed is twenty (20) or more miles or more each way, then mileage reimbursement will be set at maximum federal rate. Note: if the distance is over one hundred fifty (150) miles each way to the Client's premises, the Client may be required to pay drive time at the rate of \$50.00 per hour.

**On Call Rate:** \$8/hour

**Call Back Rate:** Applicable Bill Rate – One Hour Minimum

**Per Diem Rate:** \$30/day

**Holiday:** 2 times Bill Rate. New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

**Facility Work Week:** Monday – Sunday

**Expenses:** With Client's approval, the cost/provision of reasonable overnight accommodations, when necessary, plus a per diem reimbursement not to exceed what is allowed by IRS Federal Guidelines for meals for the Pharmacist and/or Pharmacy Technician, if meals are not provided by Client, in instances where Pharmacist and or Pharmacy Technician stays overnight. A service charge of 10% will be added to travel expenses.

**Miscellaneous:** Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

**Southern Nevada Health District  
doing business as  
Southern Nevada Community Health Center**

**RPh on the go USA, Inc.**

By: \_\_\_\_\_  
Fermin Leguen, MD, MPH  
Executive Director

Date

\_\_\_\_\_  
RPh on the go Representative Signature

Date

\_\_\_\_\_  
Print Name, Title



**CLIENT HUMAN RESOURCES/CREDENTIALING REQUIREMENTS CHECKLIST**

In an effort to provide all necessary documentation for travel healthcare professionals assigned to your facility, we ask that you complete this form to be used as a reference for all personnel placed in your facility.

Client: Southern Nevada Health District City, State: Las Vegas, Nevada

HR Contact Name: Brandi Miller

HR Contact Phone: (702) 759-1256 HR Contact Email: MillerB@snhd.org

**Standard Credentialing Package**

As part of our Standard Credentialing Package, RPh on the Go will collect the following prior to the start of a contracted assignment.

***Be advised that Standard Credentialing requires an average of 5-7 days.***

**PROFESSIONAL:**

- Current CV / Resume
- Current Skills Checklist, if applicable
- References
- Form I-9 and E-verify

**LICENSURE:**

- License and/or Certification Verification
- Professional Certification, as applicable

**EDUCATION:**

- HIPAA Regulations
- OSHA Safety Guidelines

**BACKGROUND:**

- Criminal Background Check
- GSA Exclusion Search
- HHS/OIG Search
- Sexual Offender Search
- OFAC Search

**MEDICAL:**

- Hepatitis B Vaccination / Declination form
- 10-Panel Drug Screen

**Optional Credentialing**

If you require any additional credentialing items above what is contained in the Standard Credentialing Package, please indicate below. If no additional items are noted, the Standard Credentialing Package will be collected.

- No additional credentialing items needed
- Please include the following credentialing items

Credentialing Documents will be held on file at RPh on the Go and unless specifically requested, will not be forwarded to Client.

**Assignment Commencement Details**

Will the RPh on the Go Consultant be permitted to begin assignment with credentialing items still pending? YES  NO

If the RPh on the Go Consultant is requested for an immediate need, will you be willing to sign a waiver allowing the missing items to be collected after the start of the assignment? YES  NO

# Memorandum

**Date:** March 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*

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**RE: COMMUNITY HEALTH CENTER FQHC OPERATIONS OFFICER REPORT – FEBRUARY 2023**

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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

- 1,088 unduplicated patients seen in February.
- 1,351 medical and behavioral health visits provided
- New full-time Family Medicine physician began employment in March 2023

### Administrative

- Service Area Competition (SAC) grant NOFO anticipated to be released in a few weeks and due to HRSA in August 2023
- Behavioral Health clinic build out at Decatur anticipated to commence in the summer of 2023
- Ryan White services projected to begin at Fremont in Q2 of 2023
- Title X Family Planning program audit scheduled to occur in September 2023

### 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 45 referrals between February 1 through February 28. There were three (3) pediatric clients referred to the MCM (Medical Case management) program in February and the program received two (2) referrals for pregnant women living with HIV during this time.
- B. There were 344 total service encounters in the month of February provided by the Ryan White program (Linkage Coordinator, Eligibility Workers, Nurse Case Managers, Community Health Workers, Registered

Dietitian, and Health Educator). There were 176 unduplicated clients served under these programs in February.

- C. The Ryan White ambulatory clinic had a total of 318 visits in the month of February: 20 initial provider visits, 119 established provider visits, 12 tele-visits (established clients). There were 18 Nurse visits and 149 lab visits. There were 26 Ryan White clients seen under Behavioral Health by the Licensed Clinical Social Workers and the Psychiatric APRN during the month of February.
- 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 12 patients enrolled and seen under the Rapid stART program in February.

### Family Planning (FP)

Unduplicated Patients	Feb 2022	Feb 2023		FY 21-22	FY 22-23	
Number of Pt: Fremont PHC	146	148	↑	872	757	↓
Number of Pt: Decatur PHC	267	258	↓	1,455	1,669	↑

Total # of Encounters	Feb 2022	Feb 2023		FY 21-22	FY 22-23	
Fremont PHC	152	154	↑	1,270	1,168	↓
Decatur PHC	282	274	↓	2,182	2,726	↑

- A. FP Program services at the Fremont and Decatur Public Health Centers served 428 clients: 406 of them were unduplicated.

### Pharmacy Services

Pharmacy Services	Feb-22	Feb-23		FY22	FY23	
Client Encounters (Pharmacy)	1,122	1,097	↓	8,435	9,194	↑
Prescriptions Filled	1,398	1,469	↑	10,721	12,279	↑
Client Clinic Encounters (Pharmacist)	27	60	↑	222	388	↑
Financial Assistance Provided	6	16	↑	82	61	↓
Insurance Assistance Provided	3	6	↑	31	17	↓

- A. Dispensed 1,469 prescriptions for 1,097 clients.
- B. Pharmacist assessed/counseled 60 clients in clinics.
- C. Assisted 16 clients to obtain medication financial assistance.
- D. Assisted 6 clients with insurance approvals.

## Eligibility Case Narrative and Monthly Report

As a team Eligibility Workers (EW) submitted a total of 196 applications for the month of Feb 2023.

- EW’s had 651 Referrals issued between the team of five (5) EW’s.
- 140 applications were approved, 20 of which were started/pending from Dec 2022 & Jan 2023.
  - 46 were Denied, 16 of those were started/pending from Dec 2022 & Jan 2023 and 48 are currently Pending
- Medicaid applications submitted: 101
- SNAP applications submitted: 86
- TANF applications: 3
- Hardships: 6

## Tuberculosis Clinic/Refugee Health Program

Refugee Health Program for the month of February 2023.

Clients seen February 2023	39
Client required medical follow- up for Communicable Diseases	7
Referrals for TB issues	3
Referrals for Chronic Hep B	1
Referrals for STD	3
Pediatric Refugee Exams	6
Clients encounter by program	33
<b>Total for FY22-23</b>	<b>338</b>

\*Refugee Health screening for February 2023: 33 adults

## Quality & Risk Management

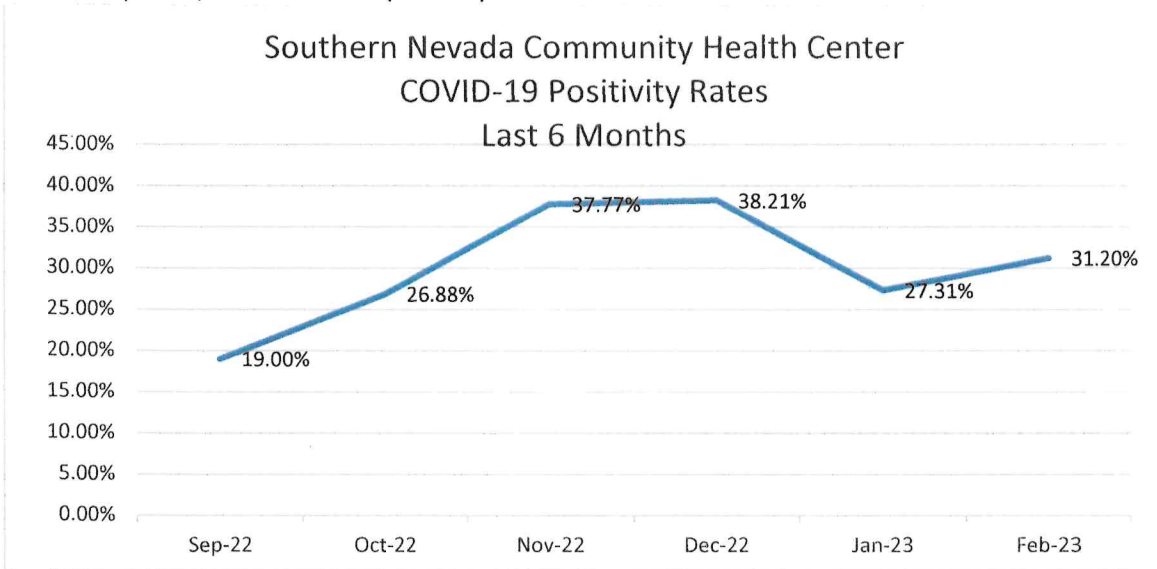
### A. Quality

#### COVID-19 Testing

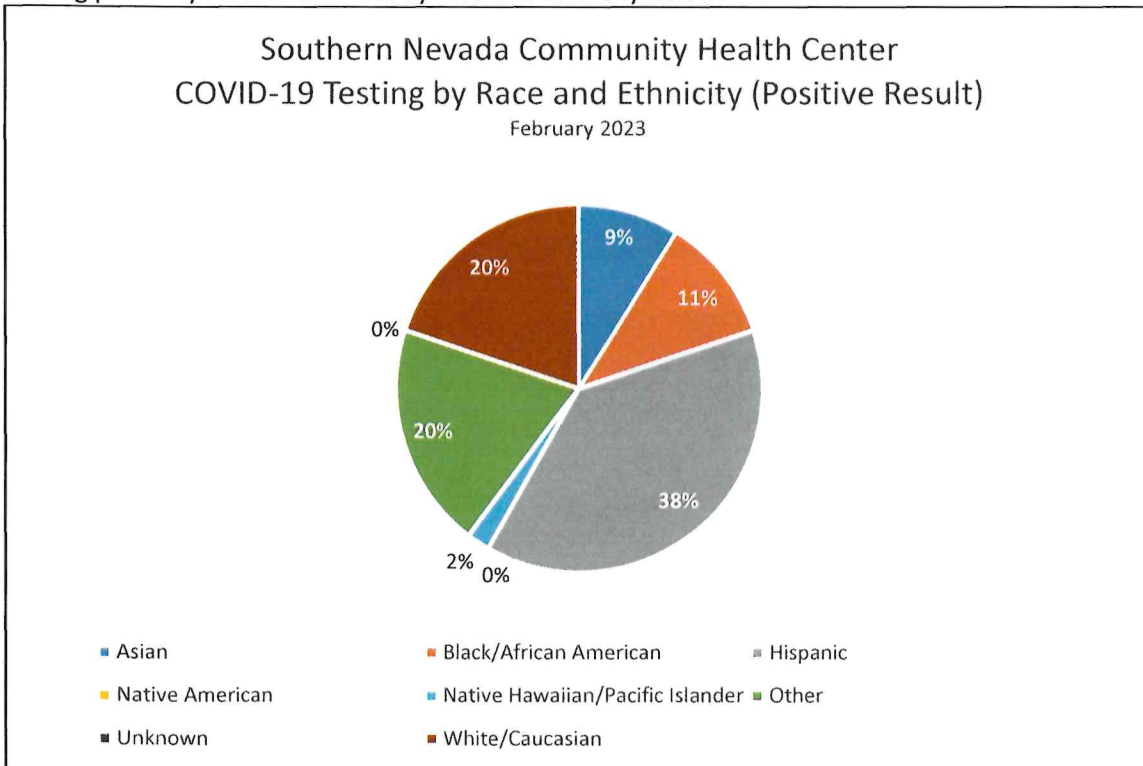
From April 2020 to February 2023 the Southern Nevada Community Health Center completed 99,439 COVID-19 tests, 468 of which were conducted in February of 2023.

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 February 2022, the COVID test positivity rate was 31.20%.

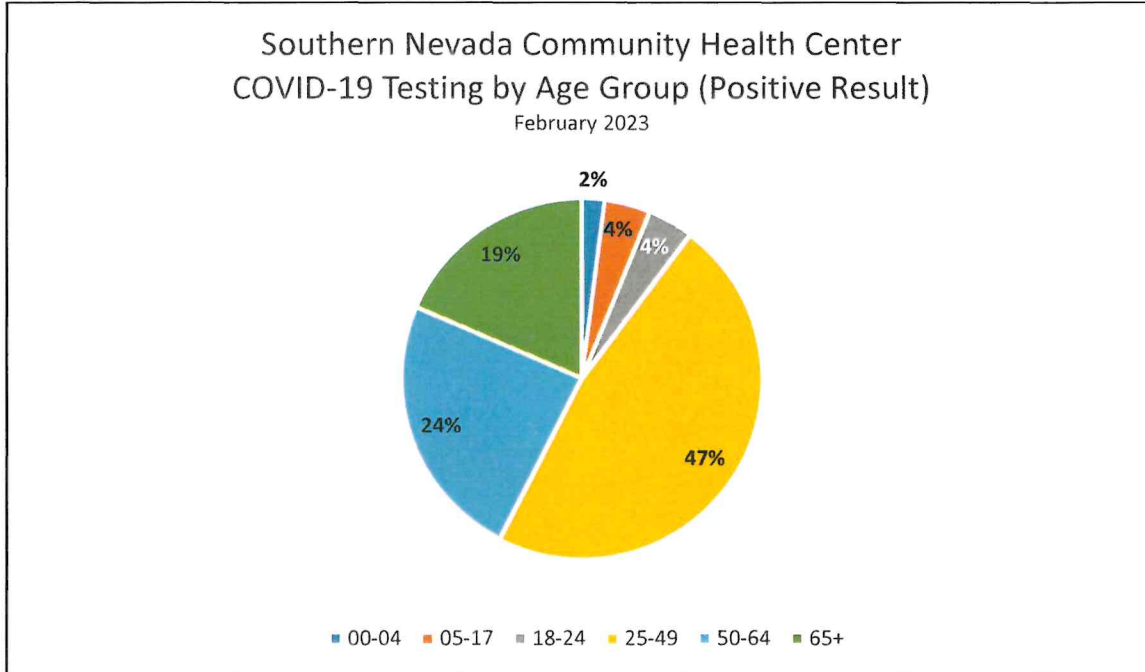


Testing positivity rates broken out by race and ethnicity below:





Testing positivity rates broken out by age below:



**B. Telehealth**

The Health Center saw 51 patients via tele-health or 6.09% of the patients that were seen in our clinics in February.

**C. Health Center Visits**

The Health Center scheduled 1063 patient appointments in February. There was a 21.17% no-show and same day cancellation rate.

**Risk Management**

Health Insurance Portability and Accountability Act (HIPAA):

- There were zero (0) HIPAA breaches at the Health Center in February.

Exposure Incidents:

- There was one (1) exposure incidents at the Health Center in February.

Medical Events:

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

Patient Satisfaction:

- See attached survey results.

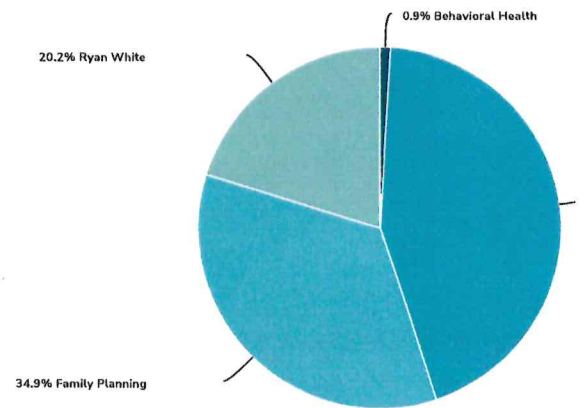
The Health Center continues to receive generally favorable responses from survey participants when asked about ease of scheduling an appointment, wait time to see their provider, care received from providers and staff, understanding of health care instructions following their visit, hours of operation,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

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

## Response Counts

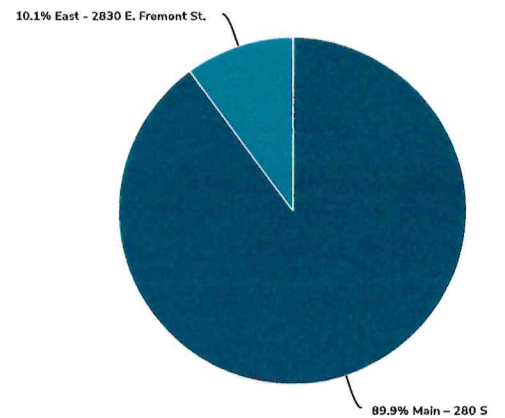
<b>Completion Rate:</b>	<b>95.5%</b>	
Complete		107
Partial		5
		<b>Totals: 112</b>

### 1. Service received during your visit



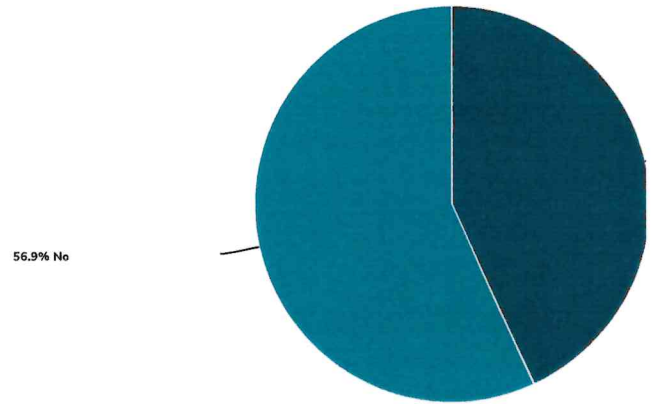
Value	Percent	Responses
Behavioral Health	0.9%	1
Family Health	44.0%	48
Family Planning	34.9%	38
Ryan White	20.2%	22
		<b>Totals: 109</b>

### 2. Southern Nevada Health District (SNHD) location



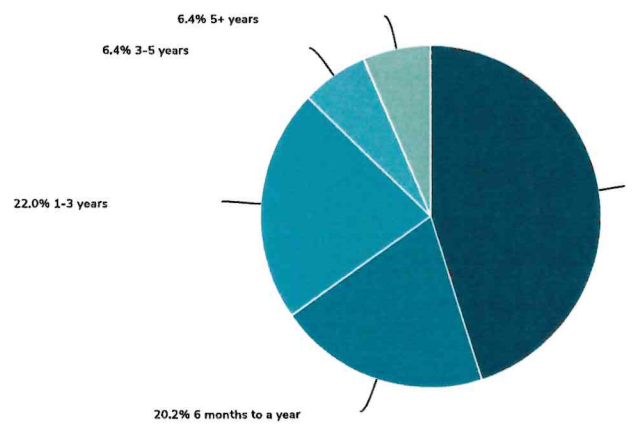
Value	Percent	Responses
Main – 280 S. Decatur Blvd	89.9%	98
East - 2830 E. Fremont St.	10.1%	11
		<b>Totals: 109</b>

3. Do you have health insurance?



Value	Percent	Responses
Yes	43.1%	47
No	56.9%	62
		<b>Totals: 109</b>

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

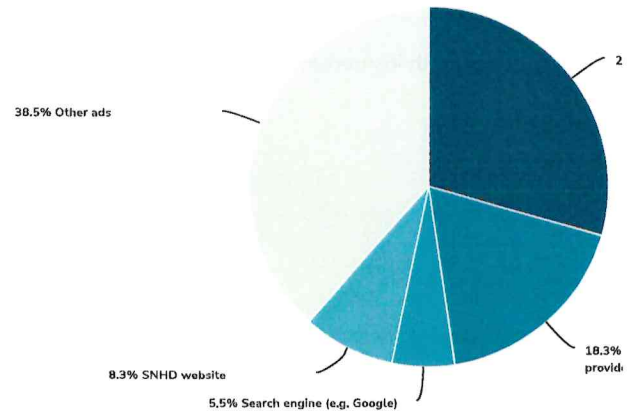


Value	Percent	Responses
Less than 6 months	45.0%	49
6 months to a year	20.2%	22
1-3 years	22.0%	24
3-5 years	6.4%	7
		<b>Totals: 109</b>



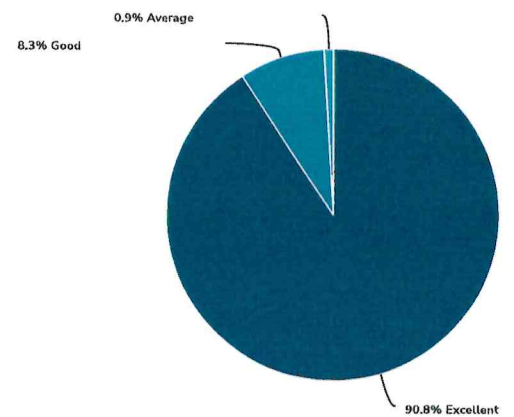
Value	Percent	Responses
5+ years	6.4%	7
		<b>Totals: 109</b>

5. How did you hear about us?



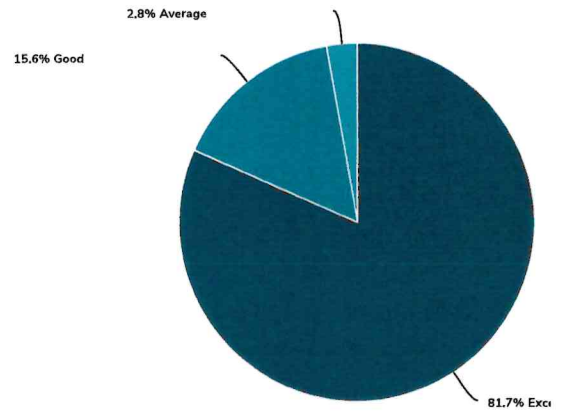
Value	Percent	Responses
Friends and/or family	29.4%	32
Referral from another provider or resource	18.3%	20
Search engine (e.g. Google)	5.5%	6
SNHD website	8.3%	9
Other ads	38.5%	42
		<b>Totals: 109</b>

6. Ease of scheduling an appointment



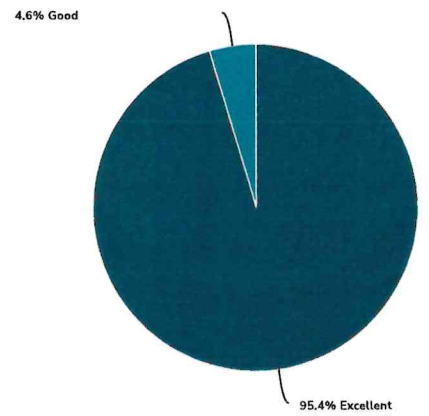
Value	Percent	Responses
Excellent	90.8%	99
Good	8.3%	9
Average	0.9%	1
		<b>Totals: 109</b>

7. Wait time to see provider



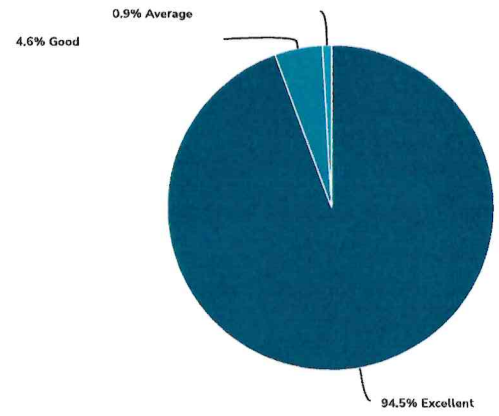
Value	Percent	Responses
Excellent	81.7%	89
Good	15.6%	17
Average	2.8%	3
<b>Totals: 109</b>		

8. Care received from providers and staff



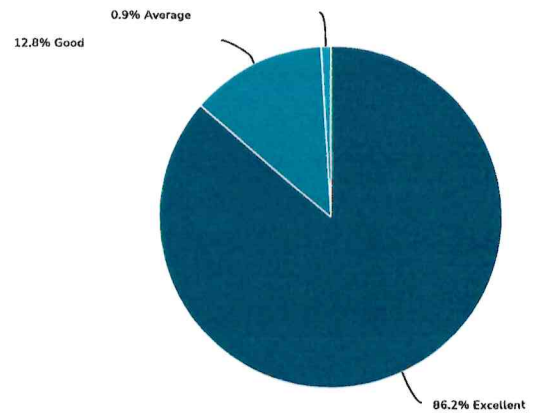
Value	Percent	Responses
Excellent	95.4%	104
Good	4.6%	5
<b>Totals: 109</b>		

9. Understanding of health care instructions following your visit



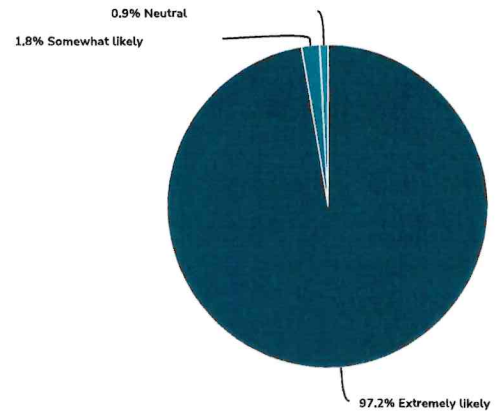
Value	Percent	Responses
Excellent	94.5%	103
Good	4.6%	5
Average	0.9%	1
<b>Totals: 109</b>		

10. Hours of operation



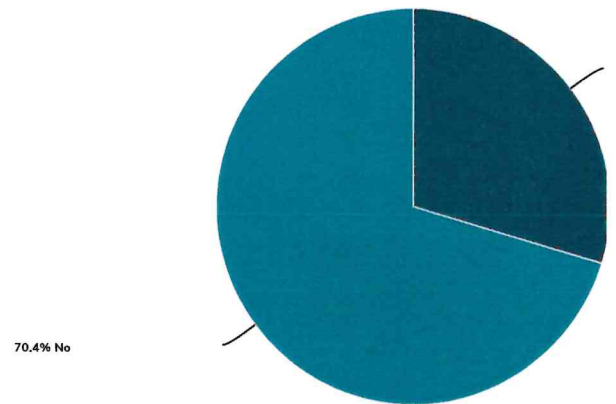
Value	Percent	Responses
Excellent	86.2%	94
Good	12.8%	14
Average	0.9%	1
<b>Totals: 109</b>		

11. Recommendation of our health center to friends and family



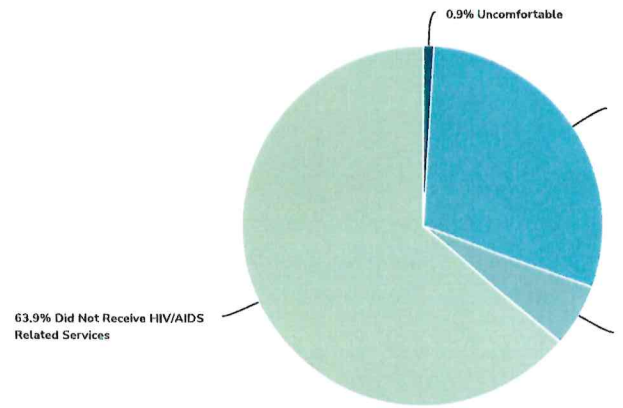
Value	Percent	Responses
Extremely likely	97.2%	106
Somewhat likely	1.8%	2
Neutral	0.9%	1
		<b>Totals: 109</b>

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



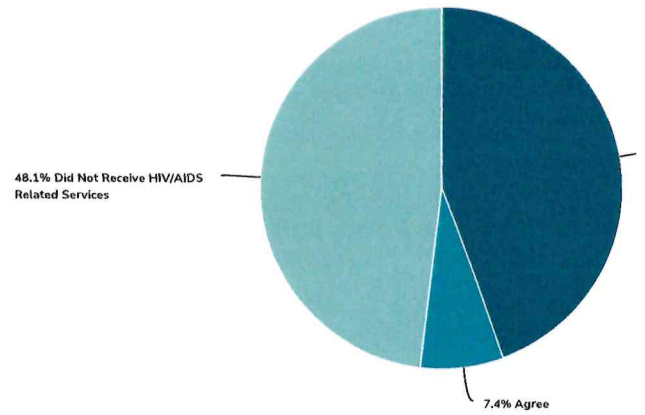
Value	Percent	Responses
Yes	29.6%	32
No	70.4%	76
		<b>Totals: 108</b>

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



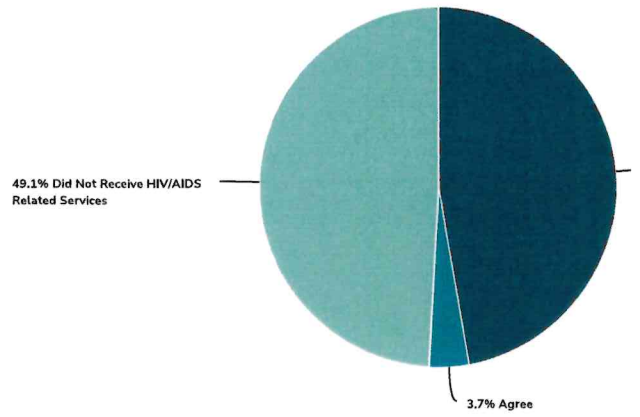
Value	Percent	Responses
Uncomfortable	0.9%	1
Not Applicable	29.6%	32
<a href="#">Other - Write In (click to view)</a>	5.6%	6
Did Not Receive HIV/AIDS Related Services	63.9%	69
		<b>Totals: 108</b>

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



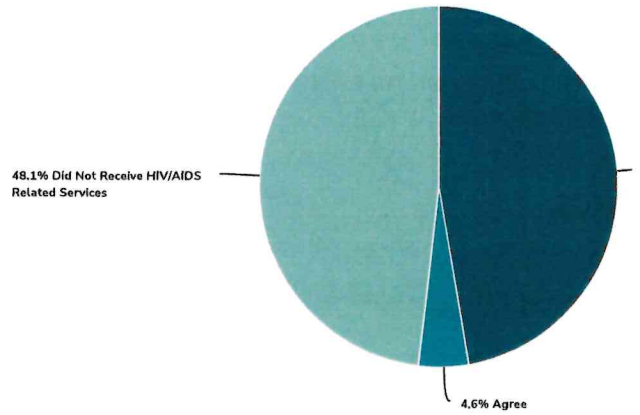
Value	Percent	Responses
Strongly Agree	44.4%	48
Agree	7.4%	8
Did Not Receive HIV/AIDS Related Services	48.1%	52
		<b>Totals: 108</b>

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



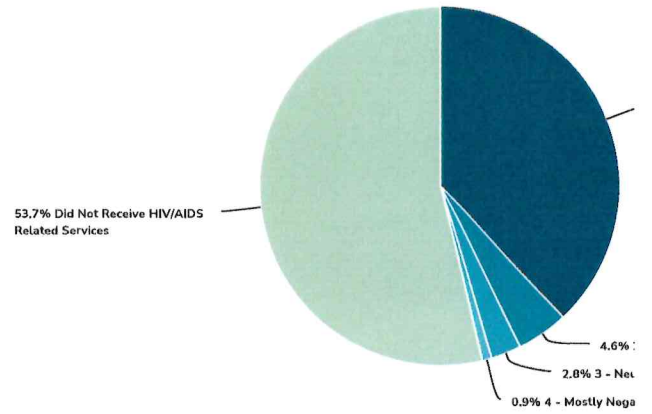
Value	Percent	Responses
Strongly Agree	47.2%	51
Agree	3.7%	4
Did Not Receive HIV/AIDS Related Services	49.1%	53
		<b>Totals: 108</b>

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



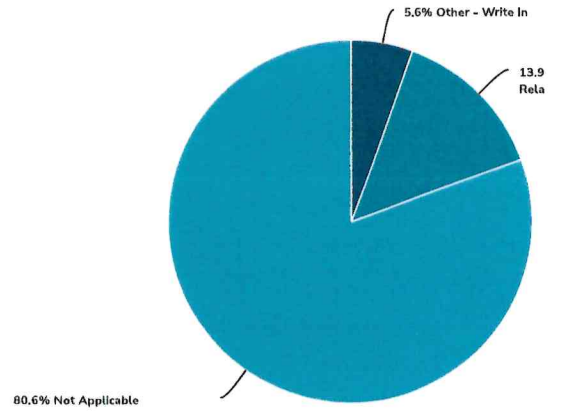
Value	Percent	Responses
Strongly Agree	47.2%	51
Agree	4.6%	5
Did Not Receive HIV/AIDS Related Services	48.1%	52
		<b>Totals: 108</b>

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	38.0%	41
2 - Mostly Positive	4.6%	5
3 - Neutral	2.8%	3
4 - Mostly Negative	0.9%	1
Did Not Receive HIV/AIDS Related Services	53.7%	58
<b>Totals: 108</b>		

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
<a href="#">Other - Write In (click to view)</a>	5.6%	6
Did Not Receive HIV/AIDS Related Services	13.9%	15
Not Applicable	80.6%	87
<b>Totals: 108</b>		

19. Comments

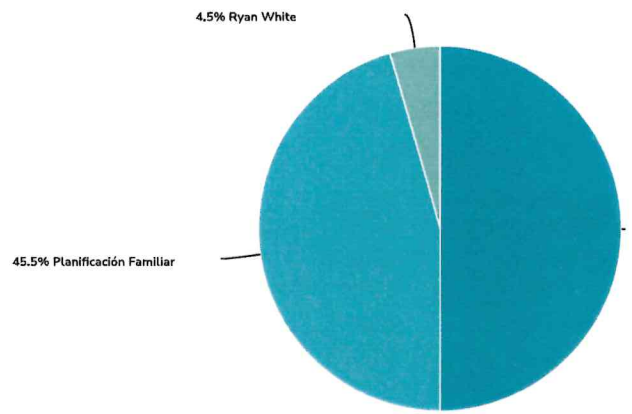
[Show Responses](#)

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

### Response Counts

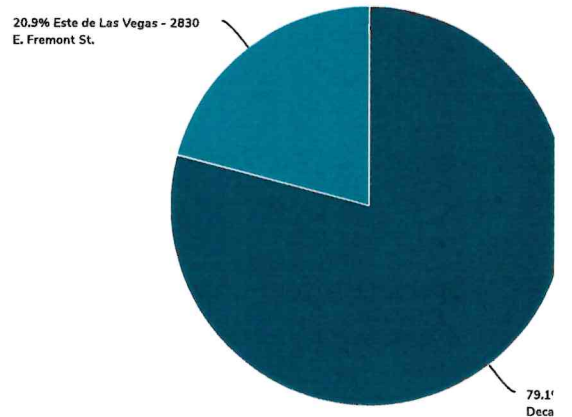
<b>Completion Rate:</b>	<b>96.4%</b>	
Complete		108
Partial		4
		<b>Totals: 112</b>

### 1. Marque los servicios recibidos durante su visita



Value	Percent	Responses
Salud Familiar	50.0%	55
Planificación Familiar	45.5%	50
Ryan White	4.5%	5
		<b>Totals: 110</b>

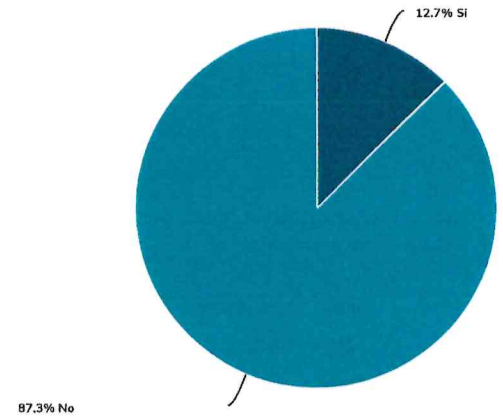
### 2. ¿En cuál de las localidades del Distrito de Salud recibió los servicios?





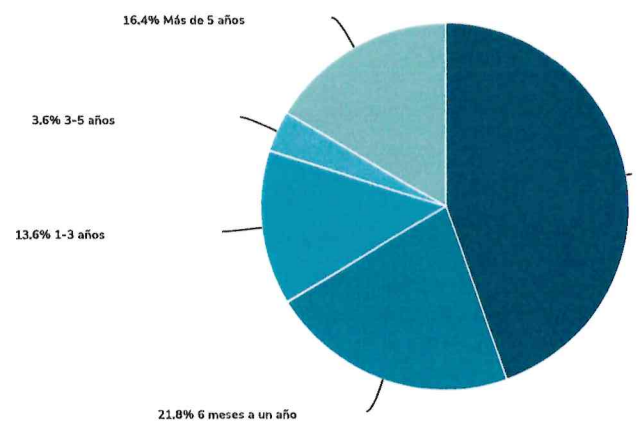
Value	Percent	Responses
Edificio Central – 280 S. Decatur Blvd.	79.1%	87
Este de Las Vegas - 2830 E. Fremont St.	20.9%	23
		<b>Totals: 110</b>

3. ¿Tiene seguro médico?



Value	Percent	Responses
Si	12.7%	14
No	87.3%	96
		<b>Totals: 110</b>

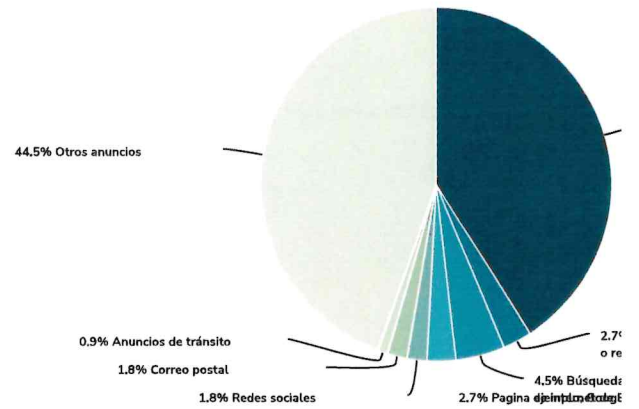
4. ¿Cuánto tiempo ha sido usted paciente en el Distrito de Salud del Sur de Nevada/Centro de Salud Comunitario del Sur de Nevada?



Value	Percent	Responses
Menos de 6 meses	44.5%	49
6 meses a un año	21.8%	24
1-3 años	13.6%	15
3-5 años	3.6%	4
		<b>Totals: 110</b>

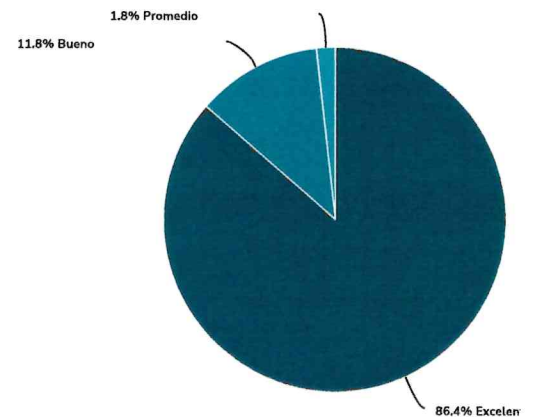
Value	Percent	Responses
Más de 5 años	16.4%	18
		Totals: 110

5. ¿Como usted supo de nosotros?



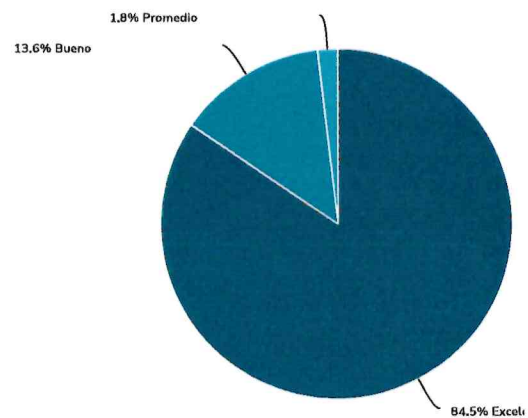
Value	Percent	Responses
Amigos y / o familia	40.9%	45
Remisión de otro proveedor o recurso	2.7%	3
Búsqueda en internet (por ejemplo, Google)	4.5%	5
Página de internet de SNHD	2.7%	3
Redes sociales	1.8%	2
Correo postal	1.8%	2
Anuncios de tránsito	0.9%	1
Otros anuncios	44.5%	49
		Totals: 110

6. Facilidad para programar una cita



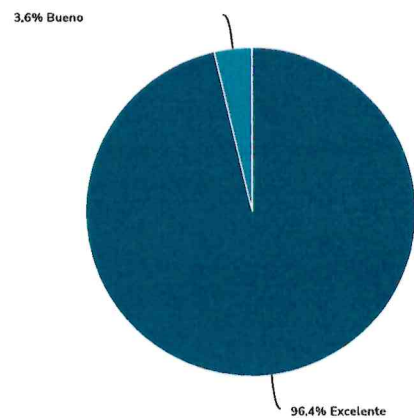
Value	Percent	Responses
Excelente	86.4%	95
Bueno	11.8%	13
Promedio	1.8%	2
		<b>Totals: 110</b>

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



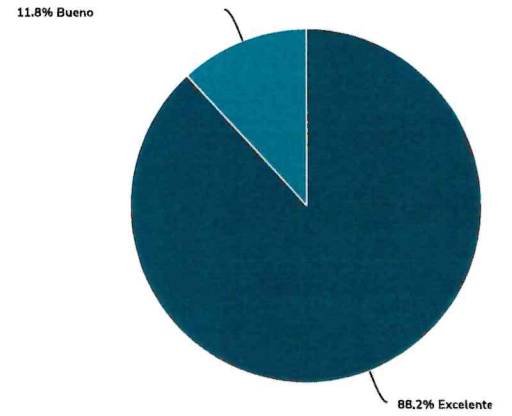
Value	Percent	Responses
Excelente	84.5%	93
Bueno	13.6%	15
Promedio	1.8%	2
		<b>Totals: 110</b>

8. Atención recibida de los proveedores y personal



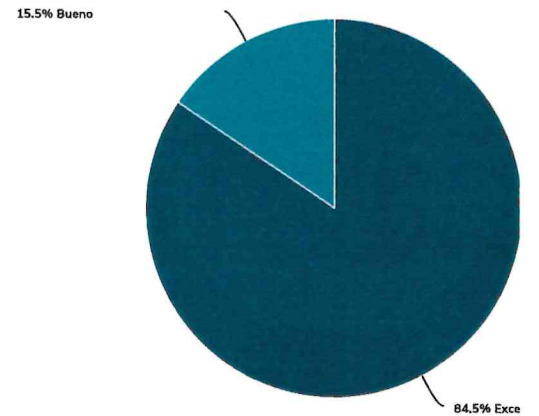
Value	Percent	Responses
Excelente	96.4%	106
Bueno	3.6%	4
		<b>Totals: 110</b>

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



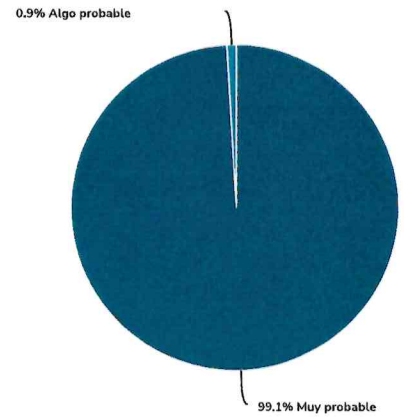
Value	Percent	Responses
Excelente	88.2%	97
Bueno	11.8%	13
		<b>Totals: 110</b>

10. Horarios de operación



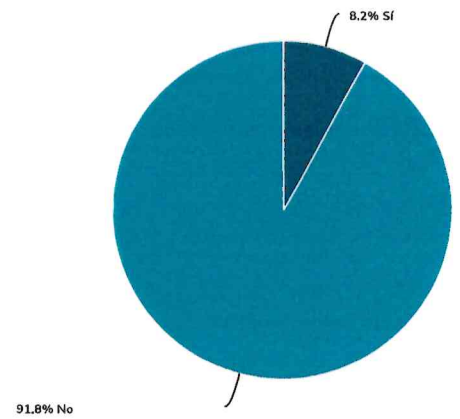
Value	Percent	Responses
Excelente	84.5%	93
Bueno	15.5%	17
		<b>Totals: 110</b>

11. Recomendaría nuestro centro de salud a amigos y familiares



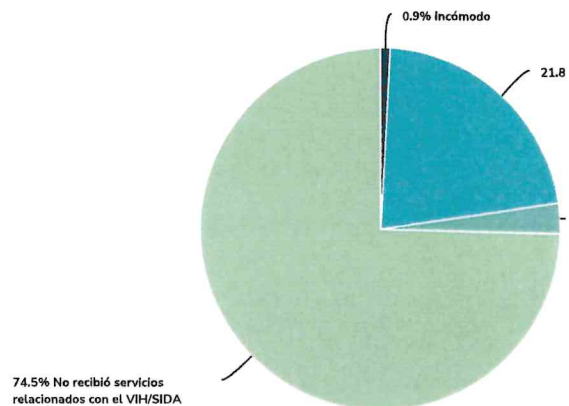
Value	Percent	Responses
Muy probable	99.1%	109
Algo probable	0.9%	1
		<b>Totals: 110</b>

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



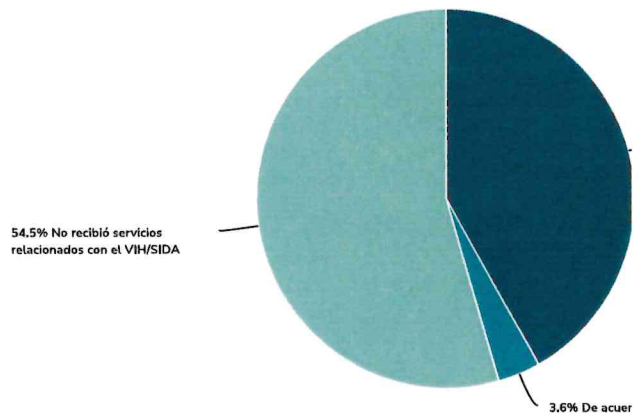
Value	Percent	Responses
Sí	8.2%	9
No	91.8%	101
		<b>Totals: 110</b>

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



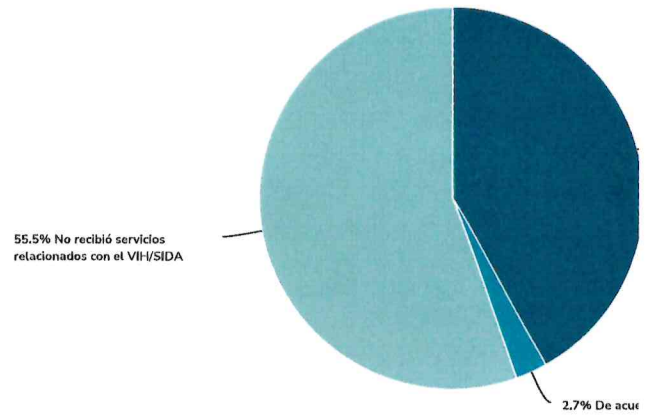
Value	Percent	Responses
Incómodo	0.9%	1
No Aplica	21.8%	24
<a href="#">Otro: - Write In (click to view)</a>	2.7%	3
No recibió servicios relacionados con el VIH/SIDA	74.5%	82
		<b>Totals: 110</b>

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



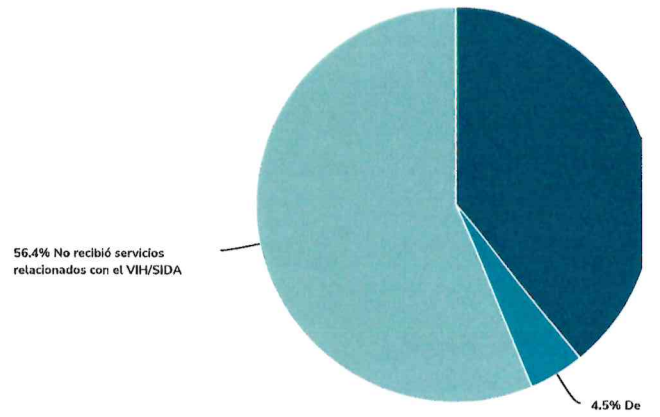
Value	Percent	Responses
Muy de acuerdo	41.8%	46
De acuerdo	3.6%	4
No recibió servicios relacionados con el VIH/SIDA	54.5%	60
		<b>Totals: 110</b>

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



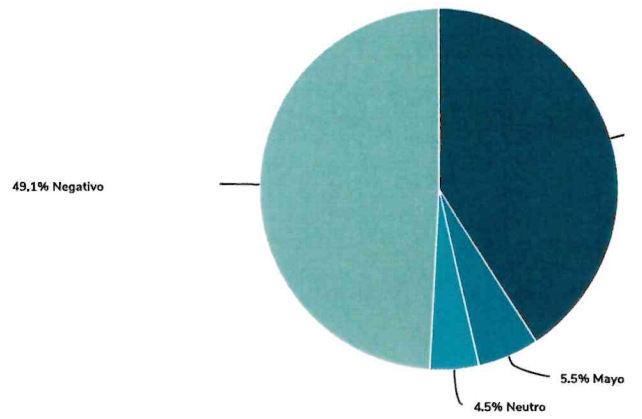
Value	Percent	Responses
Muy de acuerdo	41.8%	46
De acuerdo	2.7%	3
No recibió servicios relacionados con el VIH/SIDA	55.5%	61
<b>Totals: 110</b>		

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



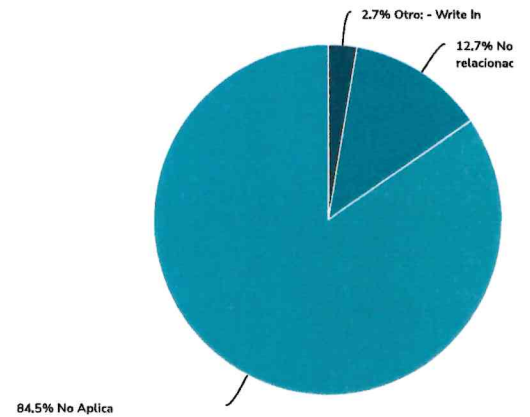
Value	Percent	Responses
Muy de acuerdo	39.1%	43
De acuerdo	4.5%	5
No recibió servicios relacionados con el VIH/SIDA	56.4%	62
<b>Totals: 110</b>		

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?



Value	Percent	Responses
Positivo	40.9%	45
Mayormente positivo	5.5%	6
Neutro	4.5%	5
Negativo	49.1%	54
<b>Totals: 110</b>		

18. Proporcione cualquier comentario que pueda ayudar al personal de SNHD a reducir el estigma relacionado con el VIH/SIDA y crear un ambiente mas agradable y de apoyo.



Value	Percent	Responses
<a href="#">Otro: - Write In (click to view)</a>	2.7%	3
No recibí servicios relacionados con el VIH/SIDA	12.7%	14
No Aplica	84.5%	93
<b>Totals: 110</b>		

19. Comentarios

[Show Responses](#)

20.





**SOUTHERN NEVADA**  
*Community*  
**HEALTH CENTER**

**AT THE SOUTHERN NEVADA HEALTH DISTRICT**

SNCHC Governing Board Meeting

March 21, 2023

# Southern Nevada Community Health Center

Governing Board Meeting

March 2023

- ▶ FY 2024 Annual Budget FQHC
- ▶ Presented by: Donnie (DJ) Whitaker, CFO

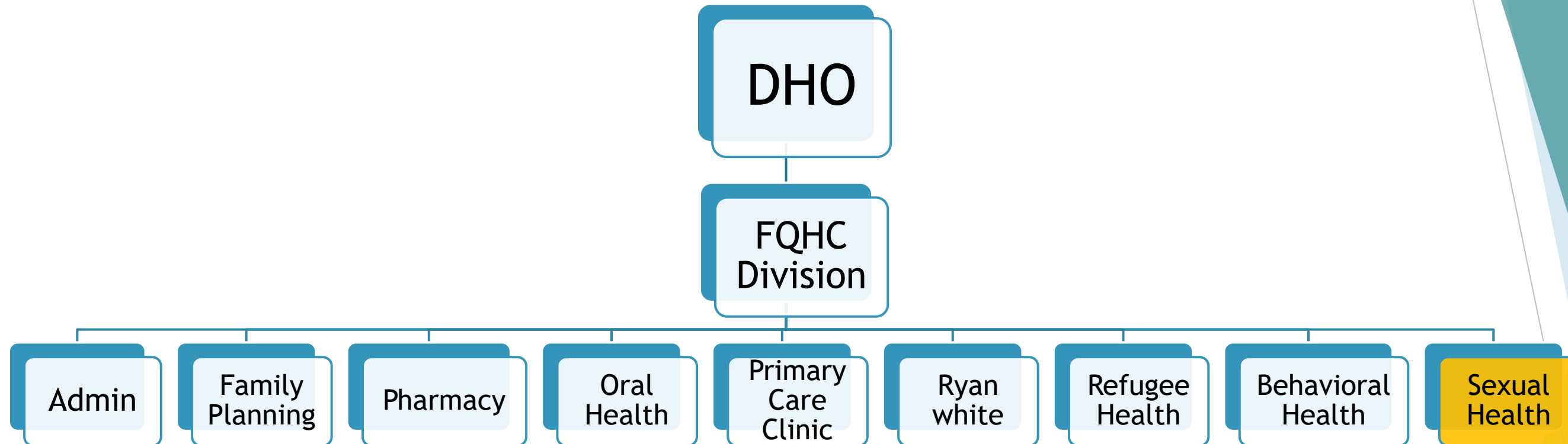
# BUDGET PURPOSE

## **NRS 354.472**

### **Purposes of Local Government Budget and Finance Act.**

- (a) To establish standard methods and procedures for the preparation, presentation, adoption and administration of budgets of all local governments.
- (b) To enable local governments to make financial plans for programs of both current and capital expenditures and to formulate fiscal policies to accomplish these programs.
- (c) To provide for estimation and determination of revenues, expenditures and tax levies.
- (d) To provide for the control of revenues, expenditures and expenses in order to promote prudence and efficiency in the expenditure of public money.
- (e) To provide specific methods enabling the public, taxpayers and investors to be apprised of the financial preparations, plans, policies and administration of all local governments.

# FQHC Division Org Chart

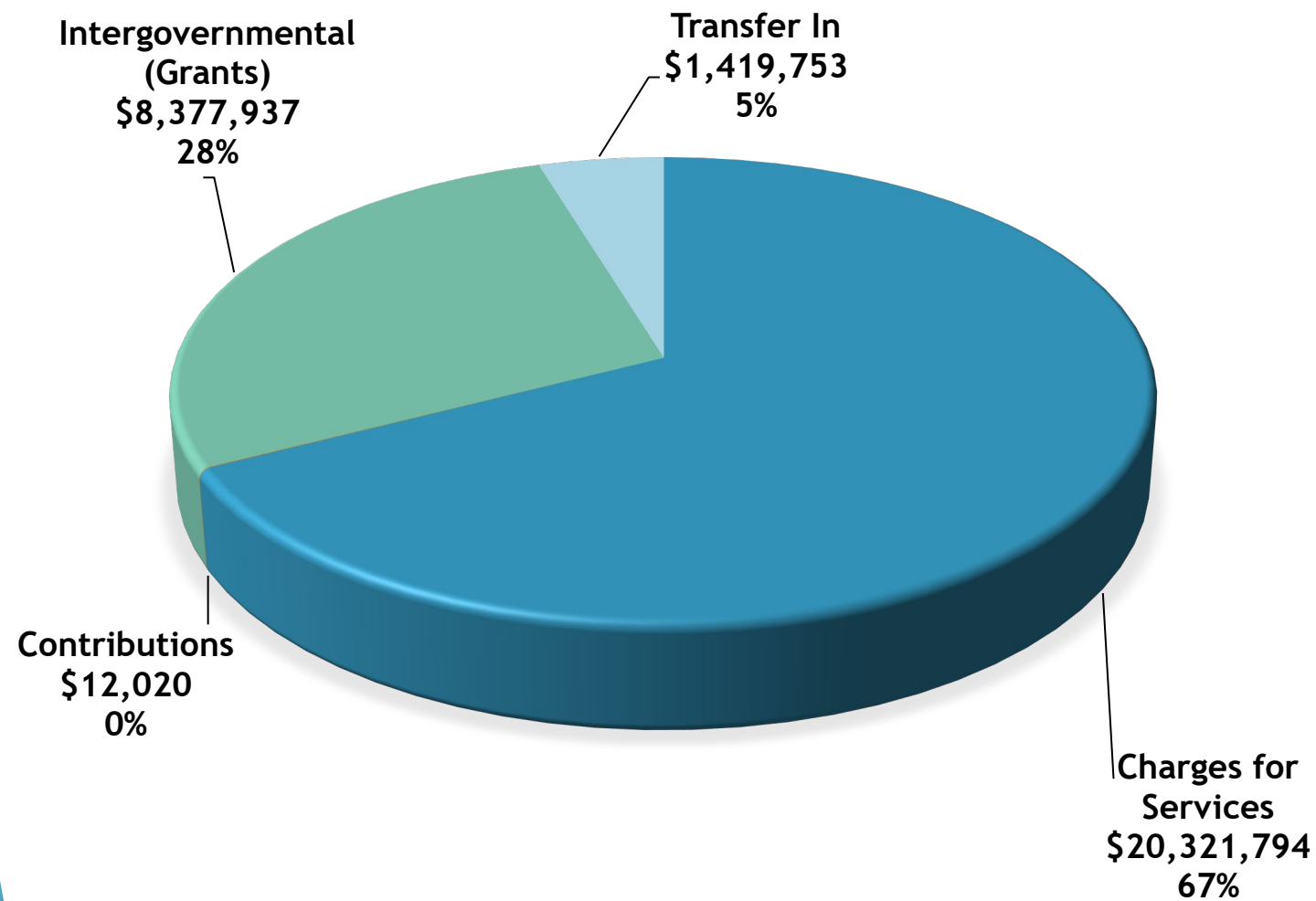


Sexual Health Department will be part of FQHC Division effective 7/1/23 (FY24) formerly from Primary & Preventive Care Division

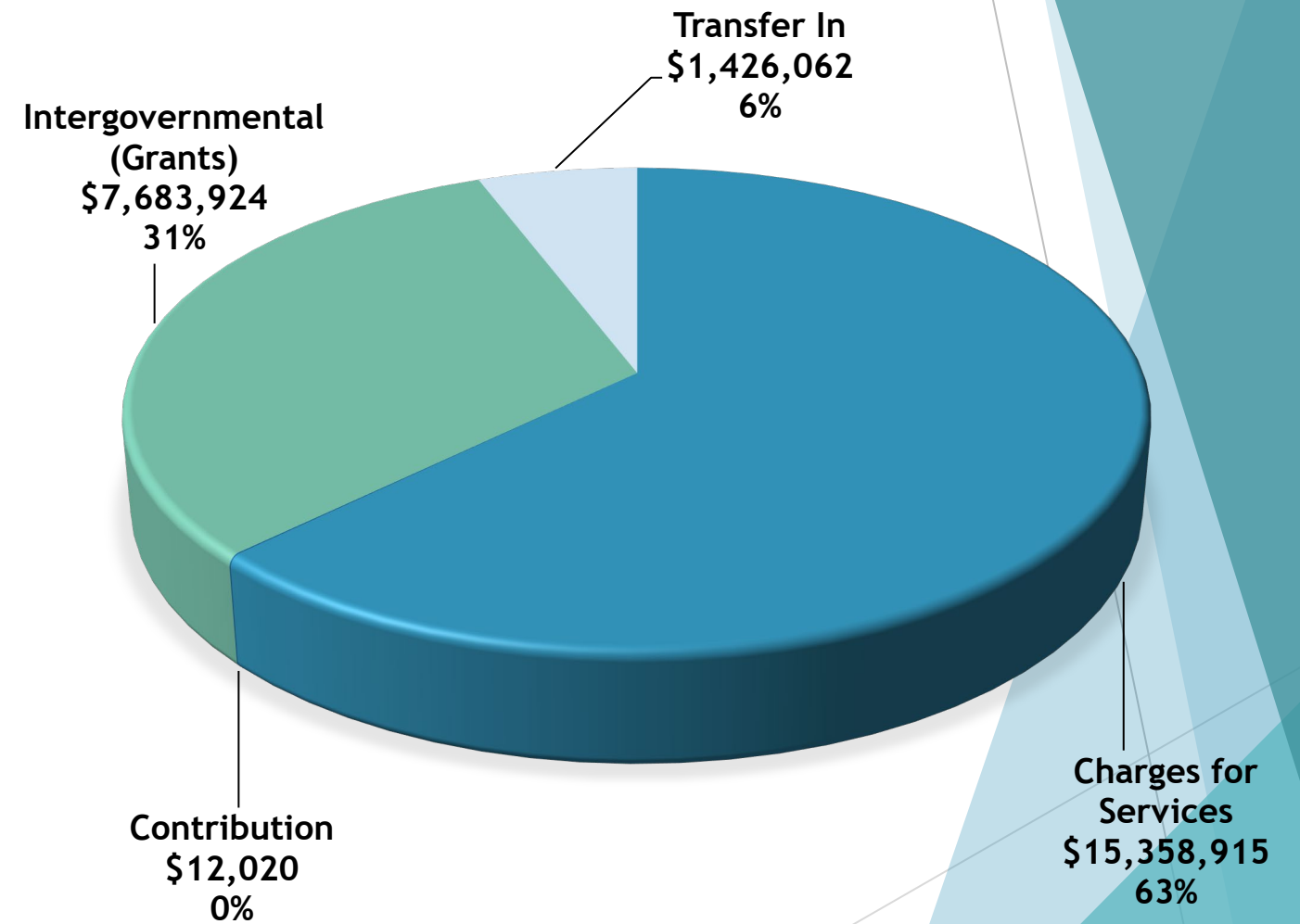
# REVENUES

## COMBINED REVENUES BY SOURCE - FY24 vs FY23 (Augmented)

FY2024 Annual Budget  
Revenue \$30.1 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 projected at \$20.3 M an increase of \$4.9 M or 32.3% compared to FY23 augmented budget of \$15.4 M

→Based on new FQHC revenue model, revenues increased by \$2.6 M in anticipation of new providers and projected patient visits of over 29,000.

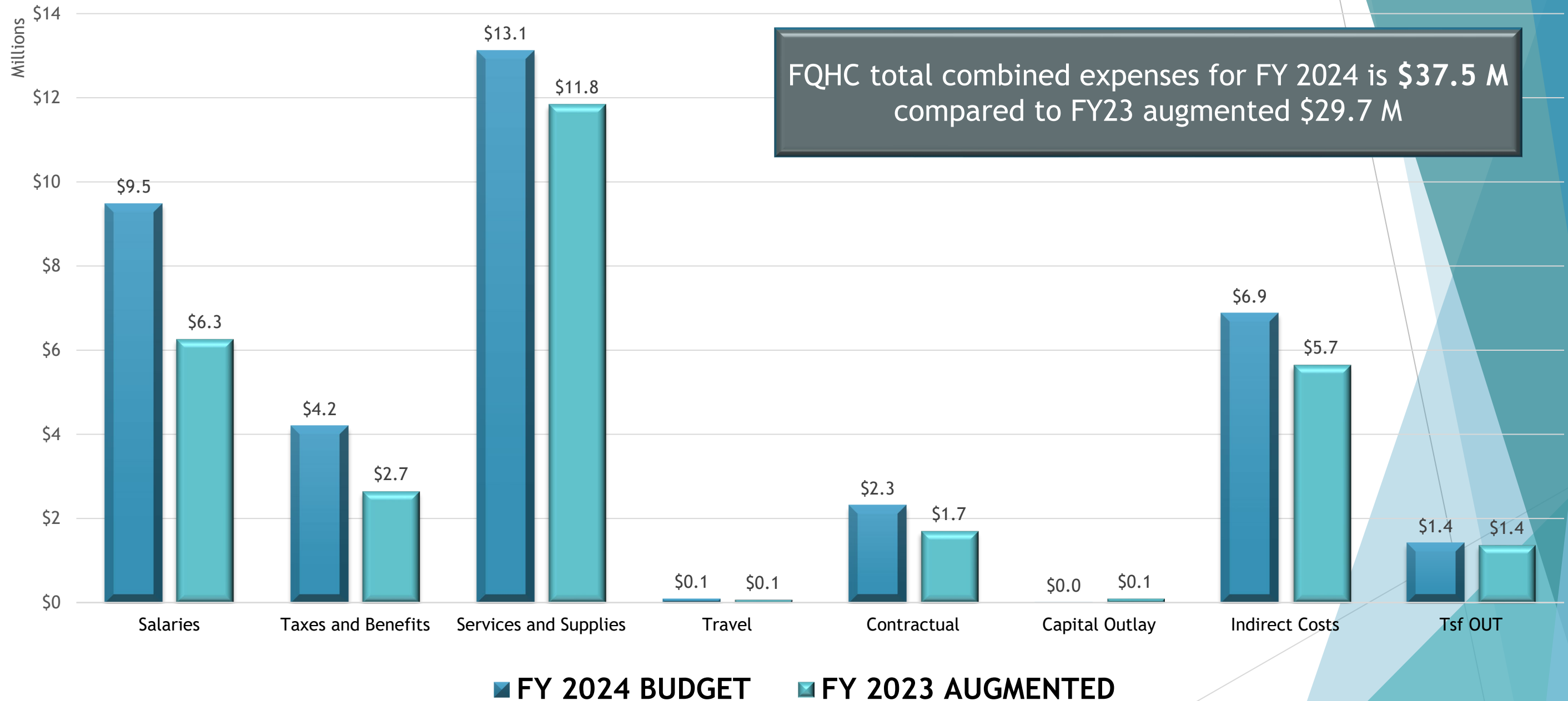
→Sexual Health revenue is projected at \$1.3 M and Pharmacy revenue is expects an increase of \$1.0 M

### Special Revenue Fund:

Federal & Pass Thru (Intergovernmental) revenue is projected at \$8.4 M compared to \$7.7 M in current year.

# EXPENDITURES

## COMBINED EXPENDITURES BY CATEGORY - FY24 vs FY23 (Augmented)



# EXPENDITURES

## GENERAL & SPECIAL REVENUE FUND SUMMARY



FQHC expenditures total annual budget is **\$37.5 M** an increase of **\$7.8 M** or **26.3%** compared to FY23 augmented budget of **\$29.7 M**.



Sexual Health department will be part of FQHC in July 2023 and projected total expenses is **\$3.5 M**



General Fund Pharmacy Med supplies increased from **\$10.7 M** to **\$11.8 M** an increase of **\$1.1 M** or **9.8%** as a revenue offset under Insurance account. Contractual also increased by **\$600K**.



Total salaries and benefits for General & Grants funds increased by **\$4.8 M** from **\$8.9 M** to **\$13.7 M** in FY24 due to additional Personnel and Sexual Health reorganization.



# Combined Funds Table

	<b>FY 2023 Augmented</b>	<b>FY 2024 Annual</b>
<b>FQHC Community Health Center</b>		
<b>Revenue</b>		
Charges for Services	\$ 15,358,915	\$ 20,321,794
Contributions	12,020	12,020
Intergovernmental	7,683,924	8,377,937
Transfer In	1,426,062	1,419,753
<b>Revenue Total</b>	<b>\$ 24,480,921</b>	<b>\$ 30,131,504</b>
<b>Expenses</b>		
Salaries	6,274,186	9,488,158
Taxes and Benefits	2,661,429	4,204,505
Supplies	11,848,861	13,129,582
Contractual	1,716,362	2,315,659
Travel	80,173	94,566
Capital	106,455	10,000
Indirect/Cost Allocation	5,665,780	6,884,416
Transfer Out	1,381,949	1,419,753
<b>Expenses Total</b>	<b>\$ 29,735,195</b>	<b>\$ 37,546,639</b>
<b>Net Income/(Loss)</b>	<b>\$ (5,254,274)</b>	<b>\$ (7,415,135)</b>

# Revenues for General & Grants

	<b>FY 2023</b>	<b>FY 2024</b>		
	<b>Augmented</b>	<b>Annual</b>	<b>Variance</b>	<b>% Change</b>
<b>Charges for Services</b>				
Family Planning	\$ 340,780	\$ 465,992	\$ 125,212	26.9%
Pharmacy	14,418,000	15,264,204	846,204	5.5%
Oral Health (Dental)	7,320	152,678	145,358	95.2%
Primary Care Clinic	547,890	2,018,044	1,470,154	72.9%
Ryan White	1,295	419,888	418,593	99.7%
Refugee Health	55,650	130,350	74,700	57.3%
Behavioral Health	-	532,658	532,658	100.0%
Sexual Health (1)	-	1,350,000	1,350,000	100.0%
Administration	-	-	-	
<b>General Fund Revenue Total</b>	<b>\$ 15,370,935</b>	<b>\$ 20,333,814</b>	<b>\$ 4,962,879</b>	<b>24.4%</b>
<b>Grants</b>				
Family Planning	2,810,103	2,239,826	(570,277)	-25.5%
Pharmacy	193,009	-	(193,009)	
Oral Health (Dental)	-	-	-	
Primary Care	2,560,156	3,347,843	787,687	23.5%
Ryan White	1,803,397	2,149,774	346,377	16.1%
Refugee Health	317,259	253,667	(63,592)	-25.1%
Behavioral Health	-	-	-	
Sexual Health	-	386,827	386,827	100.0%
<b>Grants Revenue Total</b>	<b>\$ 7,683,924</b>	<b>\$ 8,377,937</b>	<b>\$ 694,013</b>	<b>8.3%</b>
<b>Transfers IN</b>	1,426,062	1,419,753	(6,309)	-0.4%
<b>Total Revenue</b>	<b>\$ 24,480,921</b>	<b>\$ 30,131,504</b>	<b>\$ 5,650,583</b>	<b>18.8%</b>

(1) Sexual Health will be part of FQHC in FY24. It was formerly under Primary and Preventive Care

# Expenses for General & Grants

	<b>FY 2023 Augmented</b>	<b>FY 2024 Annual</b>	<b>Variance</b>	<b>% Change</b>
<b>Personnel Costs (Salaries &amp; Benefits)</b>				
Family Planning	1,835,377	1,887,318	51,941	2.8%
Pharmacy	299,178	538,889	239,711	80.1%
Oral Health (Dental)	-	-	-	
Primary Care Clinic	4,027,264	5,279,407	1,252,143	31.1%
Ryan White	2,322,100	2,469,037	146,937	6.3%
Refugee Health	169,909	178,902	8,993	5.3%
Behavioral Health	-	335,175	335,175	
Sexual Health (1)	-	2,776,813	2,776,813	
Administration	281,788	227,122	(54,666)	-19.4%
<b>Total Personnel Costs</b>	<b>\$ 8,935,616</b>	<b>\$ 13,692,663</b>	<b>\$ 4,757,047</b>	<b>53.2%</b>
<b>Other (Supplies, Contractual, Capital)</b>				
Family Planning	726,952	613,013	(113,939)	-15.7%
Pharmacy	10,853,769	11,893,754	1,039,985	9.6%
Oral Health (Dental)	55,210	55,210	-	0.0%
Primary Care	1,473,467	2,108,816	635,349	43.1%
Ryan White	374,154	286,323	(87,831)	-23.5%
Refugee Health	174,664	174,664	-	0.0%
Behavioral Health	12,600	12,600	-	0.0%
Sexual Health	-	324,391	324,391	
Administration	81,036	81,036	-	0.0%
<b>Total Other Expenses</b>	<b>\$ 13,751,852</b>	<b>\$ 15,549,807</b>	<b>1,797,955</b>	<b>13.7%</b>
<b>Total Expenses</b>	<b>\$ 22,687,468</b>	<b>\$ 29,242,470</b>	<b>6,555,002</b>	<b>28.9%</b>
Indirect Costs/Cost Allocations	5,665,778	6,884,416	1,218,638	21.5%
Transfer OUT	1,381,949	1,419,753	37,804	2.7%
<b>Total Transfers &amp; Allocations</b>	<b>\$ 7,047,727</b>	<b>\$ 8,304,169</b>	<b>\$ 1,256,442</b>	<b>19.4%</b>

(1) Sexual Health will be part of FQHC in FY24. It was formerly under Primary and Preventive Care

# Combined Funds Net Income/ (Loss)

	FY 2023 Augmented	FY 2024 Annual	Variance
<b>Combined Revenues &amp; Expenses</b>			
Family Planning	\$ 3,656,289	\$ 3,211,224	\$ (445,065)
Pharmacy	14,663,469	15,264,204	600,735
Oral Health (Dental)	7,320	152,678	145,358
Primary Care Clinic	3,749,307	6,007,148	2,257,841
Ryan White	1,945,396	2,710,366	764,970
Refugee Health	459,140	470,248	11,108
Behavioral Health	-	532,658	532,658
Sexual Health (1) (2)	-	1,782,978	1,782,978
Administration	-	-	-
<b>Total Revenue</b>	<b>\$ 24,480,921</b>	<b>\$ 30,131,504</b>	<b>\$ 5,650,583</b>
Family Planning	3,896,819	3,878,934	(17,885)
Pharmacy	14,056,844	15,663,559	1,606,715
Oral Health (Dental)	70,216	70,216	-
Primary Care Clinic	7,475,493	9,432,346	1,956,853
Ryan White	3,265,230	3,324,336	59,106
Refugee Health	547,984	556,978	8,994
Behavioral Health	16,025	351,201	335,176
Sexual Health (1) (2)	-	3,917,150	3,917,150
Administration	406,584	351,919	(54,665)
<b>Total Expenses</b>	<b>\$ 29,735,195</b>	<b>\$ 37,546,639</b>	<b>\$ 7,811,444</b>
			-
Family Planning	(240,530)	(667,710)	(427,180)
Pharmacy	606,625	(399,355)	(1,005,980)
Oral Health (Dental)	(62,896)	82,462	145,358
Primary Care Clinic	(3,726,186)	(3,425,198)	300,988
Ryan White	(1,319,834)	(613,970)	705,864
Refugee Health	(88,844)	(86,730)	2,114
Behavioral Health	(16,025)	181,457	197,482
Sexual Health (1) (2)	-	(2,134,172)	(2,134,172)
Administration	(406,584)	(351,919)	54,665
<b>Net Income/(Loss)</b>	<b>\$ (5,254,274)</b>	<b>\$ (7,415,135)</b>	<b>\$ (2,160,861)</b>

(1) Sexual Health will be part of FQHC in FY24. It was formerly under Primary and Preventive Care

(2) Sexual Health projected loss in FY23 is \$2.9 M

# Staffing FY2024

FQHC Total FTE

	<b>Active</b>	<b>Vacant</b>	<b>Total</b>
<b>FQHC FTE</b>	<b>81.30</b>	<b>16.00</b>	<b>97.30</b>
<b>Sexual Health FTE</b>	<b>21.00</b>	<b>5.00</b>	<b>26.00</b>
<b>Total FQHC</b>	<b>102.30</b>	<b>21.00</b>	<b>123.30</b>

## Reminder:

- 1) Sexual Health Department will be part of FQHC starting July 1, 2023 (FY 2024)
- 2) Out of the 21 vacant positions 10 are additional employees requested for FY 2024

# Questions?

**Motion to approve the FQHC FY24 Annual Budget.**



# FQHC FINANCIAL REPORT

Results as of January 31, 2023



# FQHC – ALL FUNDS/DIVISIONS

Activity	Budget as of January	Actual as of January	Variance	%
Charges for Services	9,100,330	10,318,392	1,218,062	13%
Other	83,049	458,855	375,806	453%
Federal Revenue	1,547,354	2,156,507	609,153	39%
Other Grant Revenue	-	4,785	4,785	0%
Pass-Thru Revenue	2,770,174	1,304,237	(1,465,937)	-53%
State Revenue	164,761	305,806	141,046	86%
<b>Total FQHC Revenue</b>	<b>13,665,668</b>	<b>14,548,582</b>	<b>882,914</b>	<b>6%</b>
Salaries	3,659,942	3,165,137	(494,804)	-14%
Taxes & Fringe Benefits	1,552,500	1,269,936	(282,564)	-18%
Travel & Training	46,768	50,771	4,003	9%
<b>Total Salaries &amp; Benefits</b>	<b>5,259,209</b>	<b>4,485,844</b>	<b>(773,365)</b>	<b>-15%</b>
Supplies	6,911,836	8,051,399	1,139,563	16%
Capital Outlay	62,099	11,376	(50,723)	-82%
Contractual	1,001,212	931,697	(69,515)	-7%
<b>Total Other Operating</b>	<b>7,975,146</b>	<b>8,994,472</b>	<b>1,019,326</b>	<b>13%</b>
Indirect Costs/Cost Allocations	3,305,038	3,045,584	(259,454)	-8%
Transfers IN	(831,870)	(566,992)	264,877	-32%
Transfers OUT	806,137	566,992	(239,145)	-30%
<b>Total Transfers</b>	<b>3,279,306</b>	<b>3,045,584</b>	<b>(233,721)</b>	<b>-7%</b>
<b>Net Position</b>	<b>(2,847,994)</b>	<b>(1,977,318)</b>	<b>870,675</b>	<b>-31%</b>

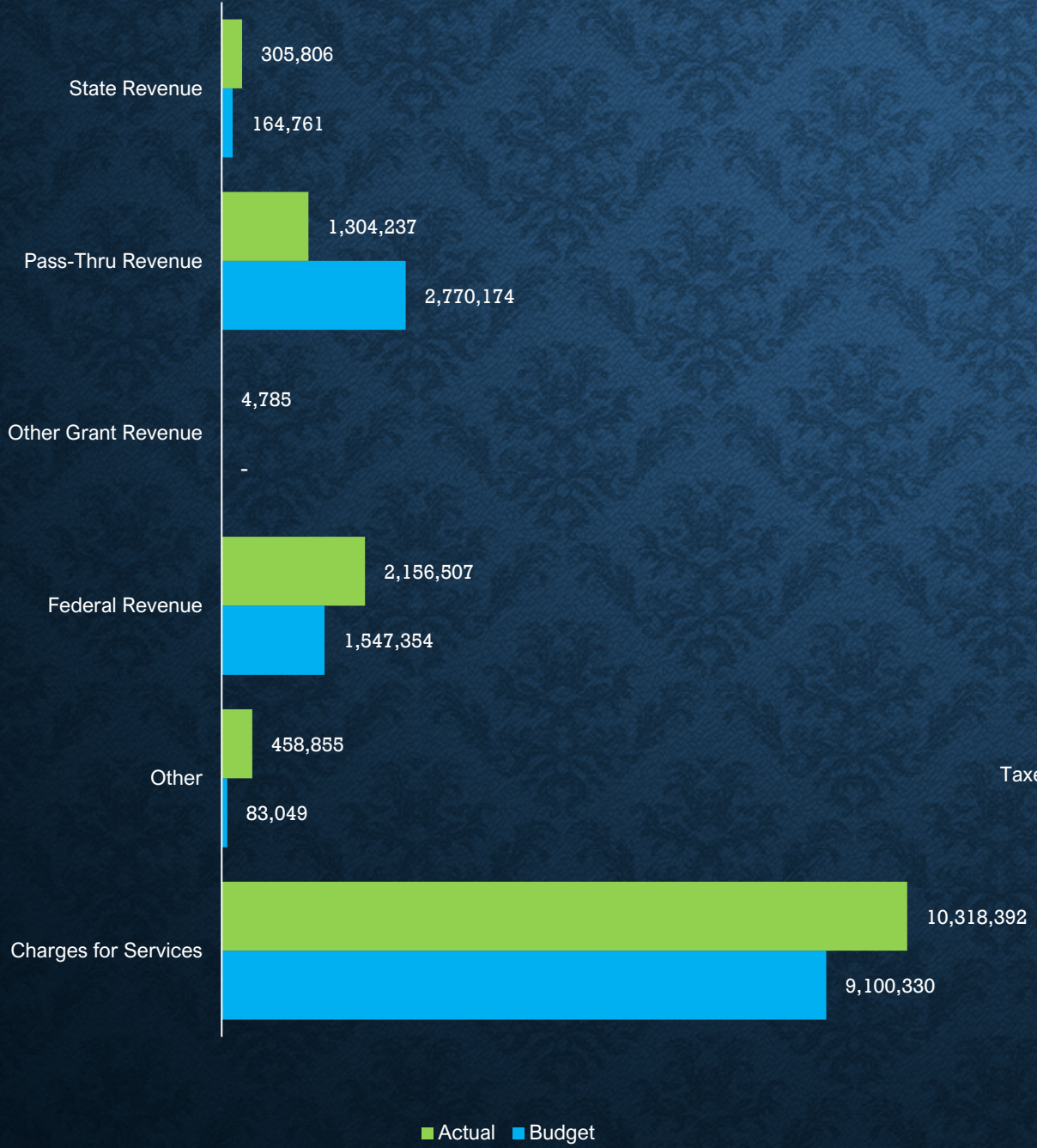
NOTES:

- 1) PAYER MIX INCLUDES A HIGHER PERCENTAGE OF COMMERCIALY INSURED PATIENTS COMBINED WITH AN INCREASE IN PRESCRIPTION MEDICATIONS PER ENCOUNTER.
- 2) MISCELLANEOUS REIMBURSEMENTS FROM NEVADA MEDICAID (POSTED TO ADMINISTRATION).
- 3) ADDITIONAL FEDERAL GRANT REVENUES FROM INCREASE IN REIMBURSABLE PATIENT ENCOUNTERS.
- 4) DELAY IN APPROVAL OF RYAN WHITE BUDGET FROM THE COUNTY LEAD TO BACKLOG OF REQUESTS FOR REIMBURSEMENT.
- 5) SEVEN OPEN POSITIONS IN ACTIVE RECRUITMENT THROUGHOUT THE FISCAL YEAR (INCLUDING ONE FULL-TIME PRIMARY CARE APRN).
- 6) INCREASED PHARMACY ACTIVITY COMBINED WITH RISING COST OF PRESCRIPTION DRUGS.



# REVENUES & EXPENSES

FQHC Total Revenue by Type



FQHC Total Expense by Type

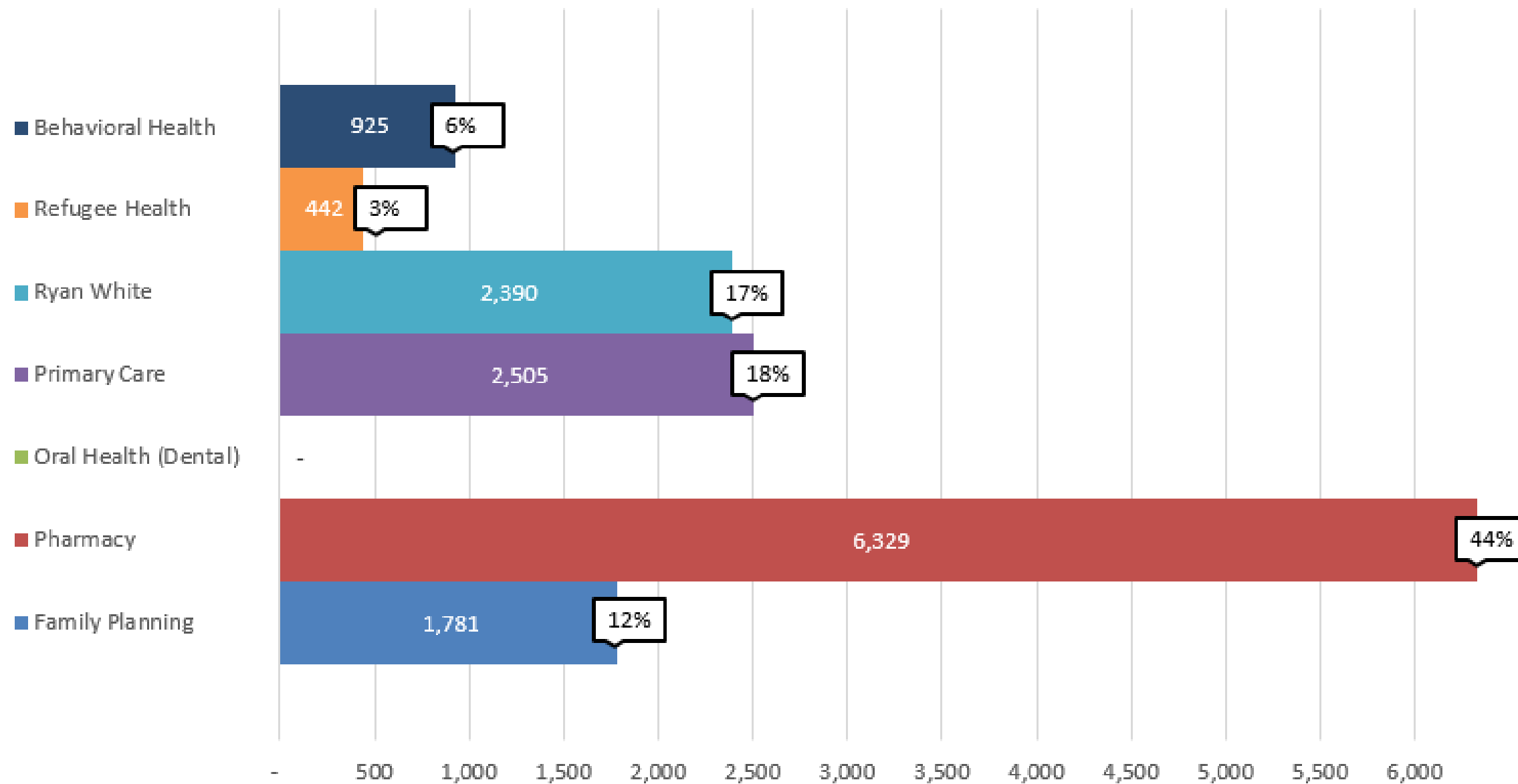




# PATIENTS BY DEPARTMENT

Number of Encounters Through January 31, 2023

Total: 14,372





# REVENUE BY DEPARTMENT

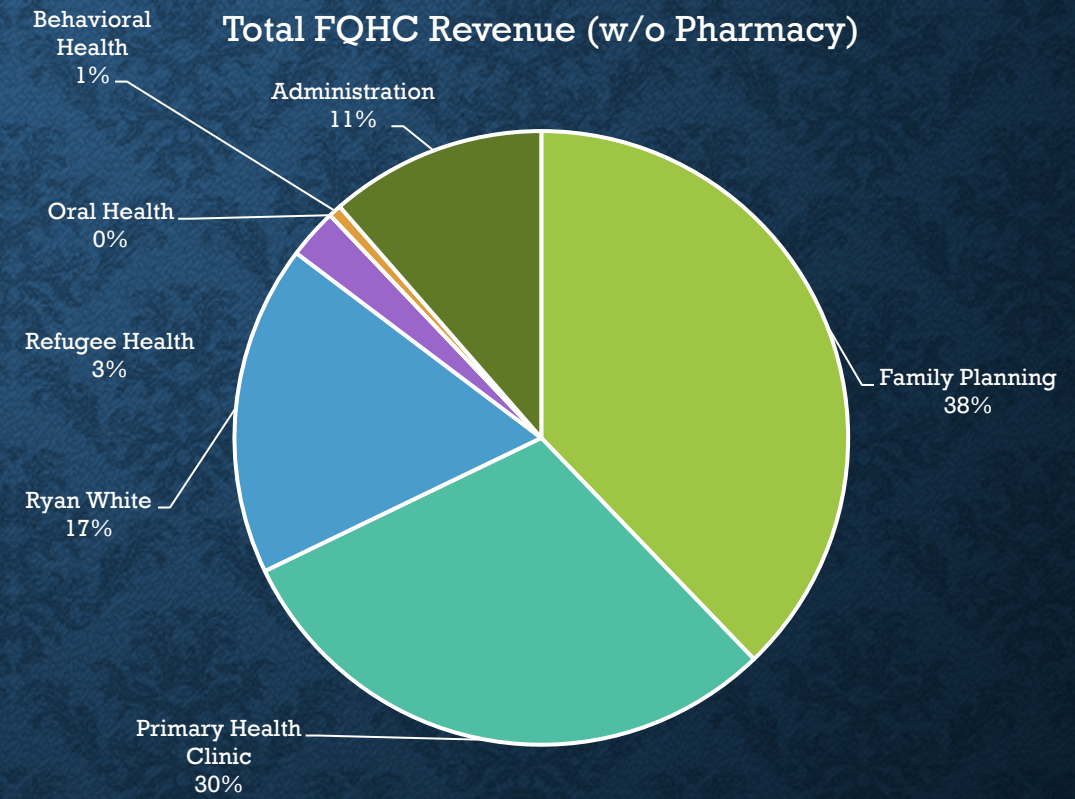
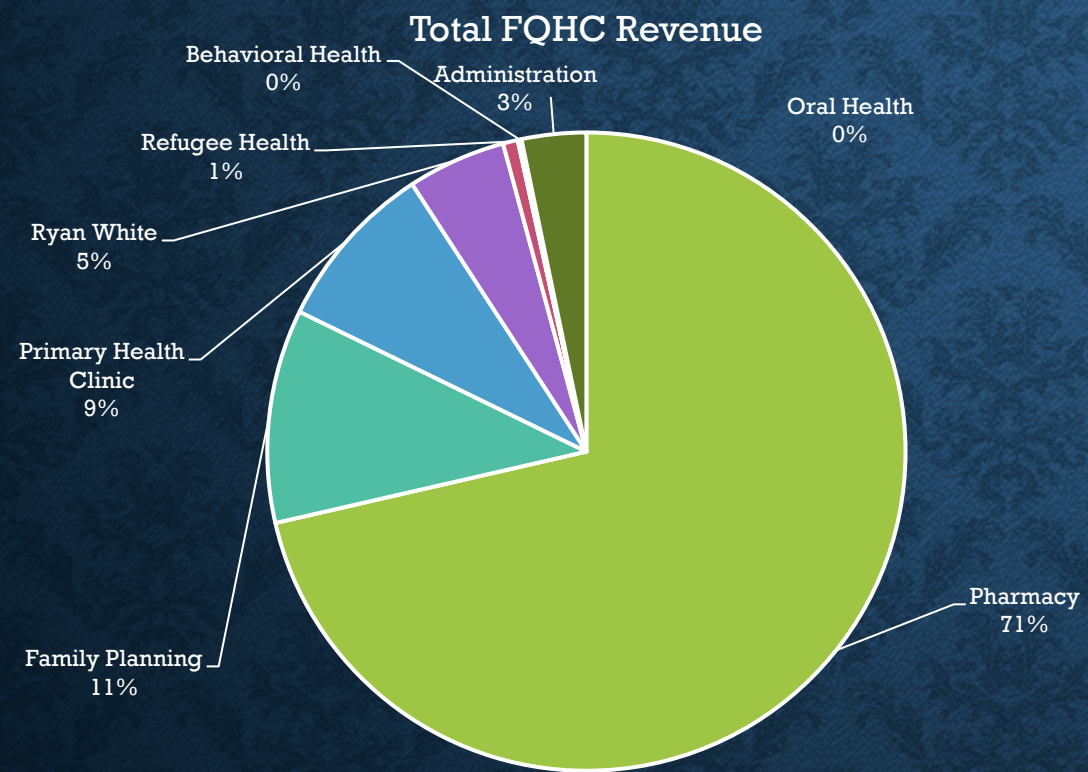
Department	Budget as of January	Actual as of January	Variance	%
<b>Charges for Services (+ Wrap)</b>				
Family Planning	198,788	141,030	(57,758)	-29%
Pharmacy	8,410,500	9,983,121	1,572,621	19%
Oral Health (Dental)	4,270	-	(4,270)	-100%
Primary Care	386,038	77,562	(308,477)	-80%
Ryan White	(755)	64,678	65,433	-8662%
Refugee Health	184,538	28,040	(156,497)	-85%
Behavioral Health	-	26,683	26,683	0%
Administration	-	456,131	456,131	0%
<b>OPERATING REVENUE</b>	<b>9,183,379</b>	<b>10,777,247</b>	<b>1,593,868</b>	<b>17%</b>
<b>Grants</b>				
Family Planning	1,639,227	1,370,627	(268,600)	-16%
Pharmacy	112,589	-	(112,589)	-100%
Oral Health (Dental)	-	-	-	0%
Primary Care	1,493,424	1,123,292	(370,132)	-25%
Ryan White	1,051,982	1,200,141	148,159	14%
Refugee Health	185,068	77,275	(107,793)	-58%
Behavioral Health	-	-	-	0%
<b>SPECIAL REVENUE</b>	<b>4,482,289</b>	<b>3,771,335</b>	<b>(710,954)</b>	<b>-16%</b>
<b>TOTAL REVENUE</b>	<b>13,665,668</b>	<b>14,548,582</b>	<b>882,914</b>	<b>6%</b>

NOTES:

- 1) PAYER MIX INCLUDES A HIGHER PERCENTAGE OF COMMERCIALY INSURED PATIENTS COMBINED WITH AN INCREASE IN PRESCRIPTION MEDICATIONS PER ENCOUNTER.
- 2) BUDGETED MORE ADJUSTMENTS THAN REVENUE RESULTING IN A CREDIT BALANCE.
- 3) OVERLAPPING CERTIFICATIONS ALLOWED FOR AUTHORIZED REIMBURSEMENTS EARLIER THAN ANTICIPATED.
- 4) MISCELLANEOUS REIMBURSEMENTS FROM NEVADA MEDICAID (POSTED TO ADMINISTRATION SINCE STATE DOES NOT BREAK OUT BY PROGRAM).



# REVENUE BY DEPARTMENT





# EXPENSES BY DEPARTMENT

Department	Budget as of January	Actual as of January	Variance	%
<b>Employment (Salaries, Fringe, Training)</b>				
Family Planning	1,090,847	985,602	(105,244)	-10%
Pharmacy	174,695	166,836	(7,859)	-4%
Oral Health (Dental)	1,464	-	(1,464)	-100%
Primary Care	2,351,279	2,000,046	(351,233)	-15%
Ryan White	1,372,156	1,173,065	(199,091)	-15%
Refugee Health	99,114	70,164	(28,949)	-29%
Behavioral Health	583	-	(583)	-100%
Administration	169,071	90,131	(78,941)	-47%
<b>Total Personnel Costs</b>	<b>5,259,209</b>	<b>4,485,844</b>	<b>(773,365)</b>	<b>-15%</b>
<b>Other (Supplies, Contractual, Capital)</b>				
Family Planning	403,845	558,815	154,970	38%
Pharmacy	6,331,190	7,561,591	1,230,401	19%
Oral Health (Dental)	30,742	-	(30,742)	-100%
Primary Care	857,481	713,793	(143,688)	-17%
Ryan White	200,659	95,392	(105,267)	-52%
Refugee Health	101,887	62,697	(39,190)	-38%
Behavioral Health	6,767	-	(6,767)	-100%
Administration	42,576	2,185	(40,391)	-95%
<b>Total Other Expenses</b>	<b>7,975,146</b>	<b>8,994,472</b>	<b>1,019,326</b>	<b>13%</b>
<b>TOTAL OPERATING EXPENSES</b>	<b>13,234,356</b>	<b>13,480,316</b>	<b>245,960</b>	<b>2%</b>
Indirect Costs/Cost Allocations	3,305,038	3,045,584	(259,454)	-8%
Transfers IN	(831,870)	(566,992)	264,877	-32%
Transfers OUT	806,137	566,992	(239,145)	-30%
<b>Total Transfers &amp; Allocations</b>	<b>3,279,306</b>	<b>3,045,584</b>	<b>(233,721)</b>	<b>-7%</b>

1

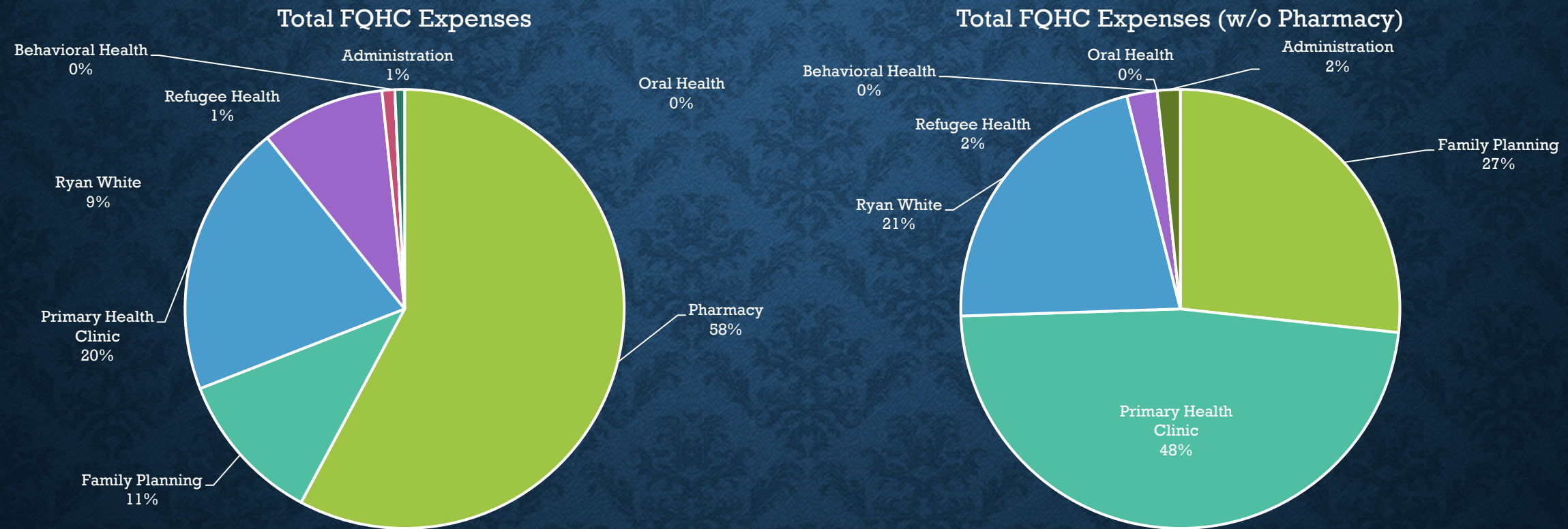
2

NOTES:

- 1) SEVEN OPEN POSITIONS IN ACTIVE RECRUITMENT THROUGHOUT THE FISCAL YEAR (INCLUDING ONE FULL-TIME PRIMARY CARE APRN).
- 2) INCREASED PHARMACY ACTIVITY COMBINED WITH RISING COST OF PRESCRIPTION DRUGS.



# EXPENSES BY DEPARTMENT





# FQHC - GENERAL FUND

FQHC - GENERAL FUND	Budget Through January 2023	Actual Through January 2023	Variance	+/- %
<b>Revenues</b>				
Charges for Services	9,100,330	10,318,392	1,218,062	13%
Other	83,049	458,855	375,806	453%
<b>Total Revenue</b>	<b>9,183,379</b>	<b>10,777,247</b>	<b>1,593,868</b>	<b>17%</b>
<b>Expenses</b>				
Salaries	1,458,733	1,251,011	207,723	14%
Taxes & Fringe Benefits	616,987	484,562	132,424	21%
Travel & Training	24,741	5,990	18,751	76%
<b>Total Personnel Costs</b>	<b>2,100,461</b>	<b>1,741,563</b>	<b>358,898</b>	<b>17%</b>
Supplies	6,505,963	7,711,650	(1,205,686)	-19%
Capital Outlay	5,833	-	5,833	100%
Contractual	313,927	264,991	48,936	16%
Other	-	-	-	0%
<b>Total Other Expenses</b>	<b>6,825,724</b>	<b>7,976,641</b>	<b>(1,150,917)</b>	<b>-17%</b>
Indirect Costs/Cost Allocations	2,299,050	2,356,128	(57,078)	-2%
Transfers IN	-	(2,812)	2,812	0%
Transfers OUT	806,137	564,181	241,956	30%
<b>Total Transfers &amp; Allocations</b>	<b>3,105,187</b>	<b>2,917,497</b>	<b>187,690</b>	<b>6%</b>
<b>Net Position</b>	<b>(2,847,993)</b>	<b>(1,858,454)</b>	<b>989,539</b>	<b>-35%</b>



# FQHC – SPECIAL REVENUE FUND

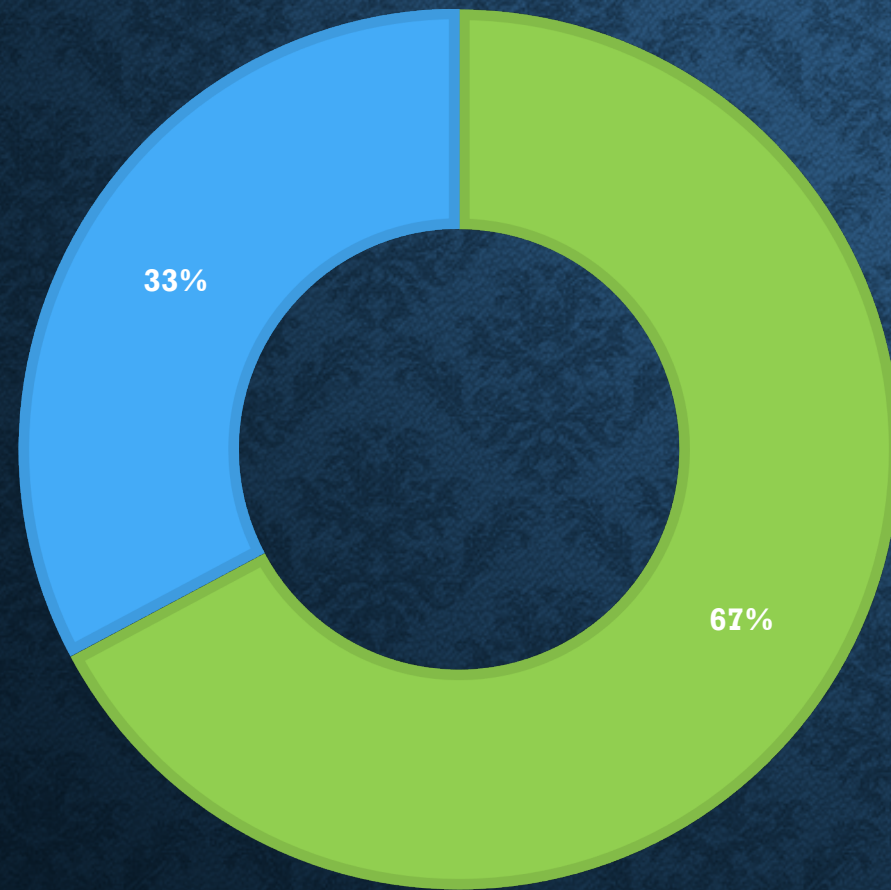
FQHC - SPECIAL REVENUE	Budget Through January 2023	Actual Through January 2023	Variance	+/- %
<b>Revenues</b>				
Grants	4,482,289	3,771,335	(710,954)	-16%
<b>Total Revenue</b>	<b>4,482,289</b>	<b>3,771,335</b>	<b>(710,954)</b>	<b>-16%</b>
<b>Expenses</b>				
Salaries	2,201,208	1,914,126	287,082	13%
Taxes & Fringe Benefits	935,513	785,374	150,140	16%
Travel & Training	22,027	44,781	(22,754)	-103%
<b>Total Personnel Costs</b>	<b>3,158,748</b>	<b>2,744,281</b>	<b>414,467</b>	<b>13%</b>
Supplies	405,872	339,749	66,123	16%
Capital Outlay	56,265	11,376	44,890	80%
Contractual	687,285	666,706	20,578	3%
Other	-	-	-	0%
<b>Total Other Expenses</b>	<b>1,149,422</b>	<b>1,017,831</b>	<b>131,591</b>	<b>11%</b>
Indirect Costs/Cost Allocations	1,005,988	689,456	316,532	31%
Transfers IN	(831,870)	(564,181)	(267,689)	32%
Transfers OUT	-	2,812	(2,812)	0%
<b>Total Transfers &amp; Allocations</b>	<b>174,119</b>	<b>128,087</b>	<b>46,031</b>	<b>26%</b>
<b>Net Position</b>	<b>(0)</b>	<b>(118,864)</b>	<b>(118,864)</b>	<b>0%</b>



# FQHC – REVENUE BY FUND

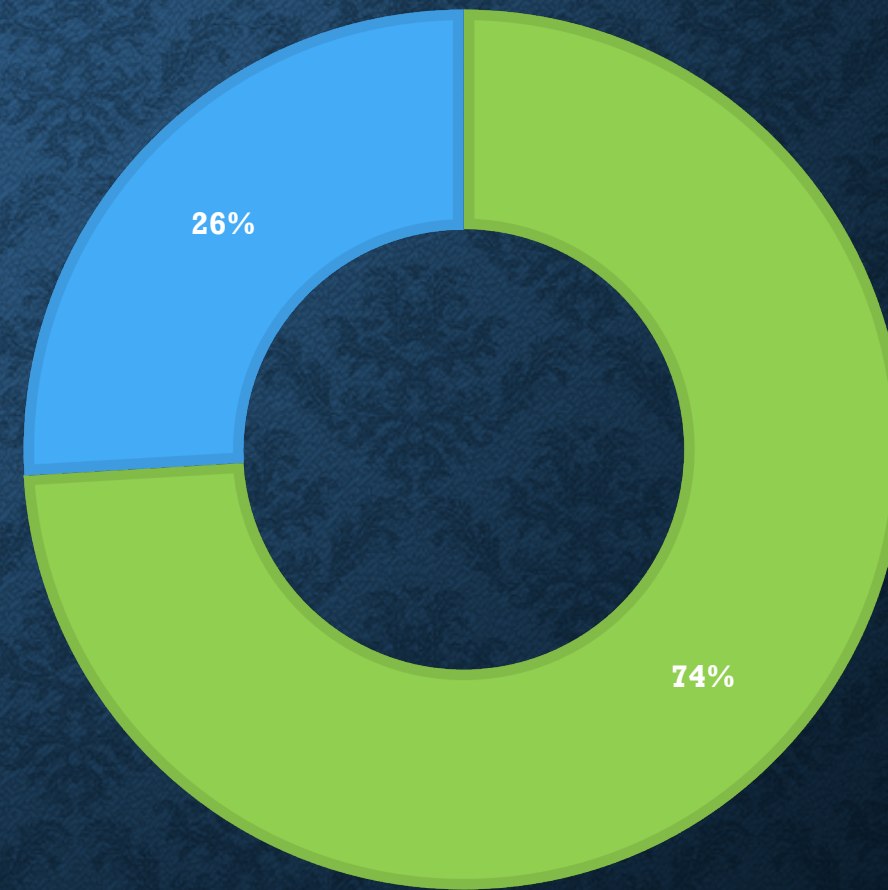
## BUDGET

■ Operating ■ Grant



## ACTUAL

■ Operating ■ Grant

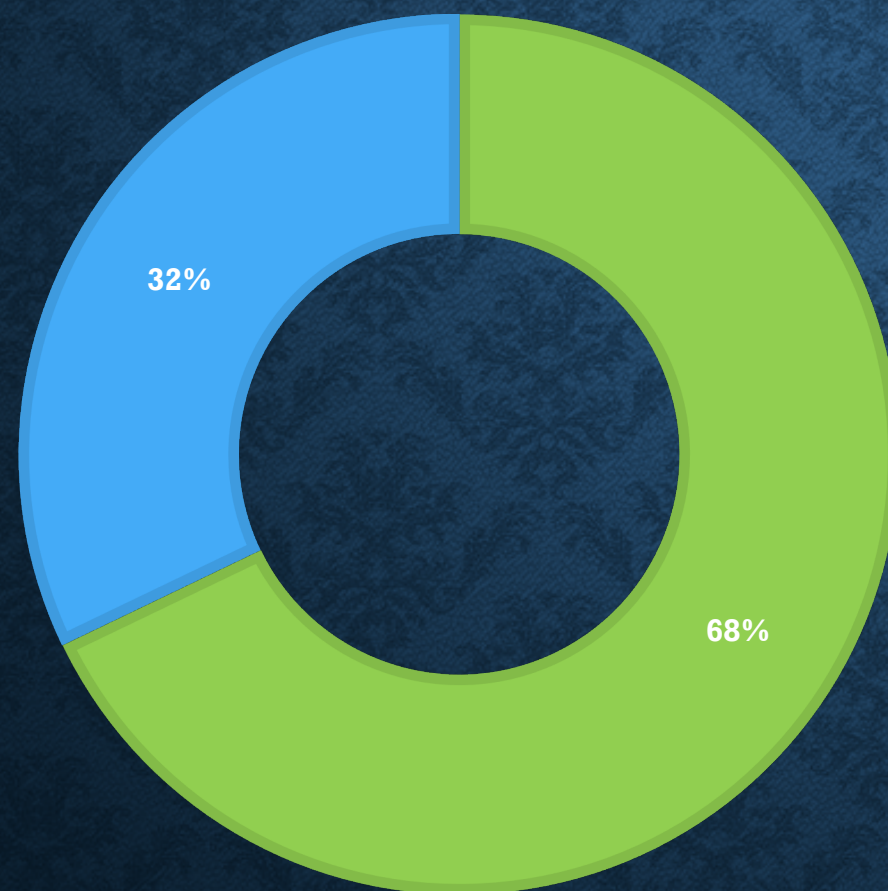




# FQHC – EXPENSES BY FUND

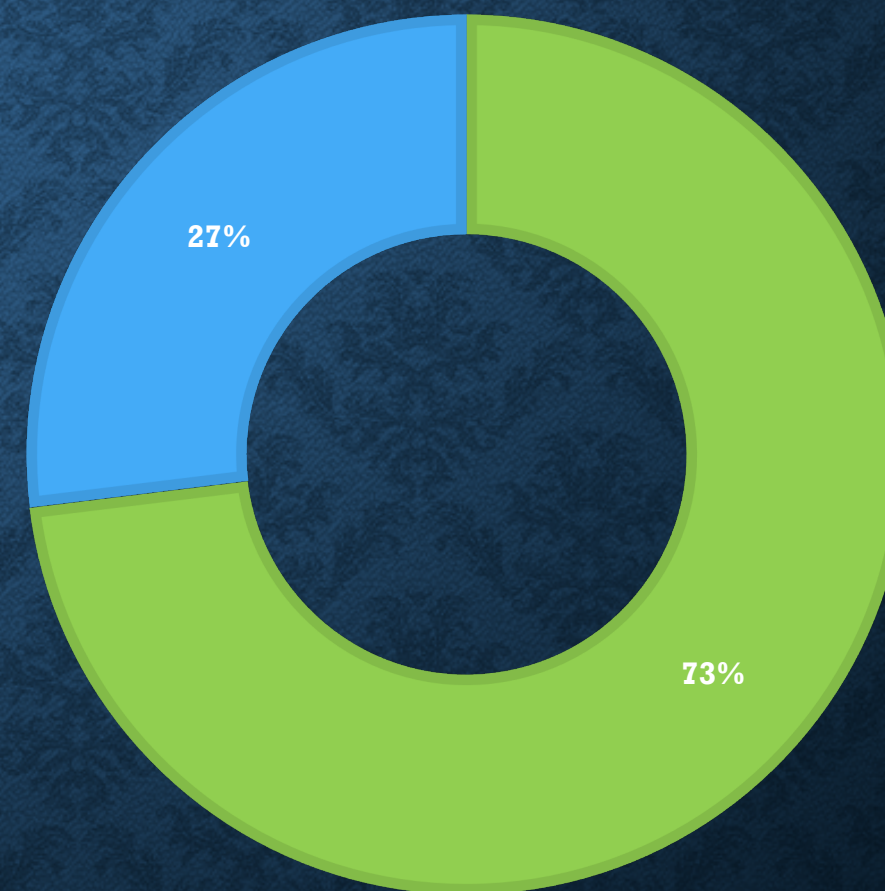
## BUDGET

■ Operating ■ Grant



## ACTUAL

■ Operating ■ Grant







Questions?

**Motion to approve the January 2023 YTD Financial Report.**





# UPDATE TO SLIDING FEE DISCOUNT SCHEDULE

March 2023

# Sliding Fee Schedule Requirement

Offering a Sliding Fee Schedule for Qualifying Patients is a Requirement



HEALTH AND HUMAN SERVICES  
(HHS)



HEALTH RESOURCES AND  
SERVICES ADMINISTRATION  
(HRSA)



OTHER PASS-THROUGH GRANTS

# Tied to Federal Poverty Guidelines

The Sliding Fee Schedule is tied to the Federal Poverty Guidelines published annually by Department of Health and Human Services (HHS) in the Annual Update of the HHS Poverty Guidelines

- Updated annually to account for last calendar year's increase in prices as measured by the Consumer Price Index
- Publish Date of January 19, 2023

2023 Rates reflects the 8% increase to the CPI-U from Calendar Year 2021 and 2022

- After adjusting for inflation, the following guidelines are rounded and adjusted to standardize the differences between family sizes

## Primary Care

Sliding Fees  
currently  
range from  
\$20 to \$55

Full Charge for  
incomes 200%  
above FPG



# Family Planning

Sliding Fees  
currently  
range from  
\$0 to \$60

Full Charge for  
incomes 250%  
above FPG



# Sexual Health Clinic

Sliding Fees  
currently  
range from  
\$20 to \$60

Full Charge for  
incomes 250%  
above FPG

Ryan White

Sliding Fees  
currently  
range from  
\$0 to \$55

Full Charge for  
incomes 200%  
above FPG

# Ryan White Limits

Equal to and below 100% - No Charge to Patients

Over 100% up to and equal to 200% of FPG, patient pays no more than 5% of their total income

Over 200% and up to and equal to 300% of FPG, patient pays no more than 7% of their total income

Over 300% of FPG, patients pay no more than 10% of their total income

# Application for Sliding Fee Requires:

- Income Information – Must Provide Proof of Income to Determine the Sliding Fee Scale Level
  - Income Status, Employment Status, Homeless, or Self-Employed
  - Patient and/or Partner Weekly Income Before Taxes
  - Living With Parents
- Identify All Other Types of Income, Such As:
  - Alimony
  - Child Support
  - Social Security, etc
- The Number of People Supported by This Income

% of Poverty Level	100%	
Program Code	P-0	
Family Size	Equal to or Between	
1	0	\$ 14,580
2	0	\$ 19,720
3	0	\$ 24,860
4	0	\$ 30,000
5	0	\$ 35,140
6	0	\$ 40,280
7	0	\$ 45,420
8	0	\$ 50,560

0-100% of  
Federal Poverty  
Guidelines

Primary Care	\$20
Family Planning	\$0
Sexual Health Clinic	\$20
Ryan White	\$0

## 100-150% of Federal Poverty Guidelines

% of Poverty Level	Over 100% to 150%	
Program Code	P-1	
Family Size	Equal to or Between	
1	\$ 14,581	\$ 21,870
2	\$ 19,721	\$ 29,580
3	\$ 24,861	\$ 37,290
4	\$ 30,001	\$ 45,000
5	\$ 35,141	\$ 52,710
6	\$ 40,281	\$ 60,420
7	\$ 45,421	\$ 68,130
8	\$ 50,561	\$ 75,840

Primary Care	<b>\$35</b>
Family Planning	<b>\$35</b>
Sexual Health Clinic	<b>\$35</b>
Ryan White	<b>\$35</b>
*No more than 5% of patient's gross annual income	

% of Poverty Level	Over 150% to 175%	
Program Code	P- 2	
Family Size	Equal to or Between	
1	\$ 21,871	\$ 25,515
2	\$ 29,581	\$ 34,510
3	\$ 37,291	\$ 43,505
4	\$ 45,001	\$ 52,500
5	\$ 52,711	\$ 61,495
6	\$ 60,421	\$ 70,490
7	\$ 68,131	\$ 79,485
8	\$ 75,841	\$ 88,480

## 150-175% of Federal Poverty Guidelines

Primary Care	<b>\$45</b>
Family Planning	<b>\$45</b>
Sexual Health Clinic	<b>\$45</b>
Ryan White	<b>\$45</b>
*No more than 5% of patient's gross annual income	



## 175-200% of Federal Poverty Guidelines

% of Poverty Level	Over 175% to 200%	
Program Code	P-3	
Family Size	Equal to or Between	
1	\$ 25,516	\$ 29,160
2	\$ 34,511	\$ 39,440
3	\$ 43,506	\$ 49,720
4	\$ 52,501	\$ 60,000
5	\$ 61,496	\$ 70,280
6	\$ 70,491	\$ 80,560
7	\$ 79,486	\$ 90,840
8	\$ 88,481	\$ 101,120

Primary Care	<b>\$55</b>
Family Planning / Sexual Health Clinic	<b>\$55</b>
Sexual Health Clinic	<b>\$55</b>
Ryan White	<b>\$55</b>
*No more than 5% of patient's gross annual income	

% of Poverty Level	Over 200%
Program Code	P-4
Family Size	Equal to or Above
1	\$ 29,161
2	\$ 39,441
3	\$ 49,721
4	\$ 60,001
5	\$ 70,281
6	\$ 80,561
7	\$ 90,841
8	\$ 101,121

Primary Care 200%+  
of Federal Poverty  
Guidelines

Primary Care	Full charges
--------------	--------------

% of Poverty Level	Over 200%+		
Program Code	P-4 Over 200% to 250% Equal to or Between		P-5 Over 250%+ Equal to or Above
Family Size			
1	\$ 29,161	\$ 36,450	\$ 36,451
2	\$ 39,441	\$ 49,300	\$ 49,301
3	\$ 49,721	\$ 62,150	\$ 62,151
4	\$ 60,001	\$ 75,000	\$ 75,001
5	\$ 70,281	\$ 87,850	\$ 87,851
6	\$ 80,561	\$ 100,700	\$ 100,701
7	\$ 90,841	\$ 113,550	\$ 113,551
8	\$ 101,121	\$ 126,400	\$ 126,401
Family Planning	\$60		Full Charges
Sexual Health Clinic	\$60		Full Charges

Family Planning &  
Sexual Health  
Clinic 200%+ of  
Federal Poverty  
Guidelines

Ryan White  
200%+ of Federal  
Poverty Guidelines

% of Poverty Level	Ryan White - Over 200%+		
Program Code	P-4 Over 200% to 300%		P-5 Over 300%+
Family Size	Equal to or Between		Equal to or Above
1	\$ 29,161	\$ 43,740	\$ 43,741
2	\$ 39,441	\$ 59,160	\$ 59,161
3	\$ 49,721	\$ 74,580	\$ 74,581
4	\$ 60,001	\$ 90,000	\$ 90,001
5	\$ 70,281	\$ 105,420	\$ 105,421
6	\$ 80,561	\$ 120,840	\$ 120,841
7	\$ 90,841	\$ 136,260	\$ 136,261
8	\$ 101,121	\$ 151,680	\$ 151,681
<b>Ryan White</b>	<b>Full Charges</b> *No more than 7% of patient's gross annual income may be charged each calendar year		<b>Full Charges</b> *No more than 10% of patient's gross annual income

# Questions?

**Motion to approve the Federal Poverty Levels/Sliding Fee Schedule.**



AT THE SOUTHERN NEVADA HEALTH DISTRICT



# Federal Tort Claims Act (FTCA) Deeming Application - Submittal

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- Medical Malpractice Insurance
- Initial submission sent to HRSA in December 2022
  - Application was declined and returned by HRSA. Additional work needed in the following areas:
    - Claims Management
    - Employee Training Program
    - Risk Management Assessments/Plan
    - Privileging and modification/removal of privileges
- HRSA requirement for the Governing Board to approve the submission of applications.
- Intent to submit application before the April 2023 Governing Board meeting.

# Questions?

Motion to approve the submittal of the  
FTCA Deeming Application.



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# Physical Security

Presenter: Sean Beckham, Facility Services Manager

# Physical Security Assessments

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## Recommendations:

- Add new procedures to the Security Manual
- Add more personnel (in process)
- End of March 2023 is the target schedule for the Sexual Health Clinic & Immunization training for Verbal De-escalation training.
- The Emergency Action Plan is being updated and includes new procedures for the following:
  - Chemical Spills/ Toxic Emissions
  - Deceased Persons
  - Natural Disasters
  - Power Failure
- The Safety Committee is moving forward with providing emergency cards to employees.

***No action required.***

# Health Insurance Portability and Accountability Act (HIPAA) Inspection

FQHC HIPAA Inspection Findings

Presenter: Kyle Parkson, Compliance Officer



The U.S.  
Department of  
Health & Human  
Services defines  
PHI/PII as:

- Name
- DOB
- Address
- Phone number
- Medical record number
- Pictures
- Account number
- Email address
- Certificate or license number
- Vehicle identifiers
- Any other unique identifying characteristic





# HIPAA Deficiencies Identified

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Unlocked doors & draws in clinical spaces

PHI/PII left out on desks and command employee areas

PHI/PII left on printer

Lab results

Unlocked Computers

# Correcting The Deficiencies



Emails were sent to management and supervisors with the findings.



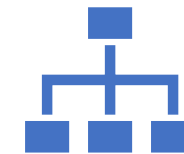
Attending staff meeting to go over findings.



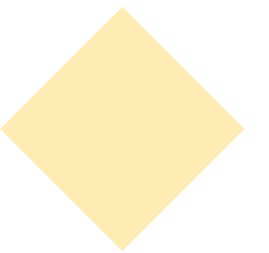
Asking staff to submit work orders for locks on desk and other equipment.



Having staff attend HIPAA training



Working with management to create SOP's.



***No action required.***

# Highlights from the February 2023 Operational Report

Randy Smith, FQHC Operations Officer



## Patients Seen In February

1,088 Unduplicated patients seen in the primary care, Ryan White, family planning and behavioral health.



# Program Updates

- Awaiting final response from HRSA regarding 2022 UDS report
- HRSA supported COVID-19 funding to end 5/31/23
  - Testing/Vaccines
  - Services will continue with other funding through 7/31/23
- Service Area Competition (SAC) grant NOFO anticipated to be released soon and due to HRSA in August 2023
  - Needs Assessment, Community Characteristics
  - Strategic Planning
- Behavioral Health clinic build out at Decatur anticipated to commence in the summer of 2023
  - Behavioral Health Manager position for FY24
- Title X Family Planning program audit scheduled to occur in September 2023
- Oral Health services at Fremont
  - Henry Schein
  - UNLV School of Dentistry
- Azara DRVS Population Health software implementation
  - Data Integrity
  - Care Gap Reports & Pursuit Lists
  - Reporting – UDS, FPAR and Ryan White
- Sexual Health Clinic integration with the FQHC – 7/1/23
  - Leveraging FQHC benefits:
    - PPS Reimbursement
    - FTCA Medical Malpractice Insurance
    - NHSC Loan Repayment
    - Supplemental Grants

# Governing Board Updates

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- One candidate for a Community Board Member position has been identified.
  - One phone conversation and one in-person orientation with the FQHC Operations Officer
  - Nominating Committee (March/April) – **to be scheduled**
  - Provided the committee recommends moving forward with the candidate, bring forward to the April 2023 board meeting for a vote
- Tim Burch's resignation last month created another vacancy for a Community Board Member.
  - Recruitment for this seat is commencing
- Committee Assignments approved February 21, 2023
- Finance Committee meeting schedule needs to be set.
- Quality, Credentialing & Risk Management Committee meeting in April – **to be scheduled**

Questions?



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*No action required.*