



TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH **DATE:** September 28, 2023

RE: *Approval of the contract between Southern Nevada Health District and Argentum Partners*

PETITION # 12-24

That the Southern Nevada District Board of Health *approves the contract between the Southern Nevada Health District and Argentum Partners for government affairs consulting services.*

PETITIONERS:

Fermin Leguen, MD, MPH, District Health Officer *FL*
Kim Saner, SPHR, Deputy District Health Officer-Administration *KAS*
Jennifer Sizemore, Chief Communications Officer *JS*

DISCUSSION:

The Southern Nevada Health District issued a request for proposals for government affairs consulting services on August 3, 2023. After a review of qualified firms with experience providing legislative lobbying services to governmental entities in Nevada, Argentum was selected to continue representing the Health District. Argentum Partners has represented the agency since May 1, 2016. The Health District does not employ full-time government affairs staff, and Argentum provides government affairs consulting services, represents the Health District before local and state governmental entities, and the Nevada State Legislature.

FUNDING:

\$7,500 per month for 24 months. Contract will be paid with General Funds



**AMENDMENT A01 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
SOUTHERN NEVADA HEALTH DISTRICT
AND
ARGENTUM PARTNERS
C2200039**

THIS AMENDMENT A01 IS MADE WITH REFERENCE TO PROFESSIONAL SERVICES AGREEMENT (“Agreement”), Effective Date October 1, 2021, by and between the Southern Nevada Health District (“Health District”) and Argentum Partners (“Contractor”) (may be individually referred to as “Party” and collectively, referred to as “Parties”).

WHEREAS, the Parties mutually desire to extend the term of the Agreement, to update terms and conditions, and to further clarify Contractor obligations;

NOW THEREFORE, pursuant to Section 1.05 of the Agreement, the Parties mutually agree to amend the Agreement as follows:

- 1) The first paragraph of Section 1, Term, Termination, and Amendment, is hereby amended to extend the end date of the Agreement through September 30, 2025.
- 2) Section 2, Incorporated Documents, is hereby deleted in its entirety and replaced with the following:
 2. 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-A01: SCOPE OF WORK
ATTACHMENT B-A01: PAYMENT
- 3) The first paragraph of Section 3, Services/Standard of Performance, is hereby deleted in its entirety and replaced with the following:
 3. SERVICES/STANDARD OF PERFORMANCE. The scope of work for this Agreement is generally defined as Lobby Services and is more fully outlined in Attachment A-A01: Scope of Work. During the Interim and 2023 Legislative Session, and the Interim and 2025 Legislative Session, Contractor shall provide professional Lobbying Services before State of Nevada government bodies, agencies, departments, committees, and any other legitimate source to represent Health District’s interests regarding current, proposed, and/or introduced legislation.
- 4) Subsection 4.01 of the Agreement is increased by \$180,000, from \$156,000 to \$336,000. Section 4.01 is hereby deleted in its entirety and replaced with the following:

4.01 Health District agrees to pay Contractor the total amount of \$336,000 plus reasonable preapproved costs, for Lobbying Services actually performed and completed pursuant to this Agreement, which amount shall be accepted by Contractor as full compensation for all such services. Contractor will be paid for services provided at the rate set forth in ATTACHMENT B-A01: PAYMENT.

5) Subsection 14.06, Statement of Eligibility, is hereby deleted in its entirety and replaced with the following:

14.06 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). If Contractor status changes at any time pursuant to this Subsection 14.06, Contractor agrees to immediately notify Health District in writing, and Health District may terminate this Agreement for cause as described in the above Subsection 1.01.

6) Subsection 14.16, Code of Conduct, is hereby added to the Agreement:

14.16 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>

7) Attachment A, Scope of Work, is hereby deleted in its entirety and replaced with Attachment A-A01, which is attached hereto and is expressly incorporated by reference herein.

8) Attachment B, Payment, is hereby deleted in its entirety and replaced with Attachment B-A01, which is attached hereto and is expressly incorporated by reference herein.

This Amendment A01 is effective as October 1, 2023.

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

[SIGNATURE PAGE TO FOLLOW]

BY SIGNING BELOW, the Parties hereto have approved and executed this Amendment A01 to Agreement C2200039.

SOUTHERN NEVADA HEALTH DISTRICT

ARGENTUM PARTNERS

By: _____
Fermin Leguen, MD, MPH
District Health Officer

By: _____
John P. Sande, IV
Managing Partner

Date: _____

Date: _____

APPROVED AS TO FORM:

**This document is approved as to form.
Signatures to be affixed upon
approval of Southern Nevada District
Board of Health.**

By: _____
Heather Anderson-Fintak, Esq.
General Counsel
Southern Nevada Health District

ATTACHMENT A-A01
SCOPE OF WORK

Period of Performance October 1, 2023 through September 30, 2025

- A. Contractor will assist Health District in developing and pursuing its legislative priorities. Assistance will include preparing information for legislators, drafting legislation and amendments, preparing and presenting testimony, and preparing applicable reports and updates. Contractor will report directly to the Chief Communications Officer or her designee.

Contractor shall also provide the following services:

- A.1 Assist the Health District in preparing for the 2025 Legislative Session.
- A.2 Represent the Health District's interests in interim study or legislative standing committees before which public health matters are raised and report on key developments related to Health District concerns.
- A.3 Provide coverage, lobbying, and representation of the Health District on legislative, regulatory, or political issues occurring during interim legislative sessions.
- A.4 Inform the Health District in person or by audio or video conferencing as necessary of political, legislative, or regulatory developments and provide strategic advice to assist the Health District in developing and implementing appropriate strategies.
- A.5 Actively communicate with and provide real-time updates to the Health District during the legislative session on information gathered from meetings, hearings and/or discussions of relevance to priority legislation that will impact the Health District's programs, strategic plans and/or budgets.
- A.6 Act as the Health District's liaison with the Nevada State Legislature at key committee meetings, sub-committee meetings, legislative events and special interest meetings related to legislative activities.
- A.7 Assist the Health District to interpret legislation and file comments as appropriate.
- A.8 Arrange and prepare for presentations of testimony during legislative committee meetings to be presented by Contractor or by Health District subject matter experts as appropriate.
- A.9 Review proposed legislation and advise the Chief Communications Officer or her designee on issues that may impact Health District policies, programs, or success at fulfilling its public health mission, current mandates and/or goals.
- A.10 Collaborate with Health District to develop and implement legislative strategies to advance identified public health goals.
- A.11 Communicate the Health District's positions and policies to appropriate legislators and other key stakeholders.
- A.12 Identify key legislators to sponsor bills or champion issues of importance to the Health District.

- A.13 Produce issue papers, talking points and fact sheets to educate legislators and other stakeholders on key public health issues.
- A.14 Identify potential funding opportunities.
- A.15 Send the Health District updated lists and commentary of introduced bill draft requests and introduced bills that are relevant to and/or are aligned with the Health District's legislative priorities, are of interest to the Health District, and/or may impact the Health District's programs, strategic plans and/or budgets.
- A.16 Track legislation pertinent to the Health District and provide reports to Health District that include the hearings attended and testimony provided on an agreed upon schedule.
- A.17 Produce specific memoranda analyzing bills of special interest, amendments proposed, or other key issues pertinent to the Health District's interests.
- A.18 Arrange meetings with Nevada Senate and Assembly delegations, members of the Executive branch and state agencies as appropriate.
- A.19 Coordinate with stakeholders and/or Health District partners on legislative issues to advance public health legislative goals and priorities.
- A.20 Prepare a detailed end of session report and analysis, in writing, within 30 days of the end of each legislative session.
- A.21 Ensure continuous presence in Carson City, Nevada during regular, interim and special legislative sessions.
- A.22 Ensure continuous monitoring of any legislative developments or initiatives during periods when the Legislature is not in session.
- A.23 Arrange meetings with local and federal elected officials as appropriate and provide related advocacy services as directed.

Period of Performance October 1, 2021 through September 30, 2023

- B. Contractor will assist Health District in developing and pursuing its legislative priorities. Assistance will include preparing information for legislators, drafting legislation and amendments, preparing and presenting testimony, and preparing applicable reports and updates. Contractor will report directly to the District Health Officer or his designee.

Contractor shall also provide the following services:

- B.1 Assist the Health District in preparing for the 2023 Legislative Session.
- B.2 Represent Health District interests with any legislative standing or interim committees before which public health matters are raised and report on key developments related to Health District concerns.
- B.3 Provide coverage, lobbying, and representation of the Health District on legislative, regulatory, or political issues occurring during the Interim and 2023 Legislative Sessions.
- B.4 Attend meetings in person or by phone with Health District as necessary to keep it informed of political, legislative, or regulatory developments and provide strategic advice

- to assist Health District in developing and implementing appropriate strategies.
- B.5 Identify key legislators to sponsor bills and/or champion issues of importance to Health District.
 - B.6 Arrange meetings with Nevada Senate and Assembly delegations and members of their staffs as appropriate.
 - B.7 Arrange meetings with local elected officials, federal elected officials, and other lobbying groups, as appropriate.
 - B.8 Review proposed legislation and advise the District Health Officer or designee on issues that may impact Health District policies, programs, or success in fulfilling its public health mission, current mandates, or goals.
 - B.9 Send updated lists and commentary of introduced bill draft requests and introduced bills that are aligned with Health District's legislative priorities and/or are of interest, relevant, or will have an impact on Health District programs, strategic plan, or budget.
 - B.10 Track legislation pertinent to Health District, provide real-time reports on an agreed upon schedule, including hearings attended, testimony provided, etc.
 - B.11 Produce specific memoranda analyzing bills of special interest, amendments proposed, or other key issues important to District interests.
 - B.12 Actively communicate and provide real-time updates as needed during the legislative session on information gathered from meetings, hearings and/or discussions relevant to priority legislation that will/may have an impact on Health District's programs, strategic plan, and/or budget.
 - B.13 Act as a liaison on behalf of Health District with the Nevada State Legislature at key committee meetings, sub-committee meetings, legislative events, and special interest meetings related to legislative activities.
 - B.14 Assist Health District in interpreting legislation and filing comments, as appropriate.
 - B.15 Arrange and prepare for presentations of testimony during legislative committee meetings to be given by Contractor or by Health District subject matter experts, as appropriate.
 - B.16 Collaborate with designated Health District staff to develop and implement legislative strategies to further identified public health goals.
 - B.17 Communicate Health District's positions and policies to appropriate legislators and other key stakeholders.
 - B.18 Produce issue papers, talking points and fact sheets for educating legislative members and stakeholders on key public health issues.
 - B.19 Identify potential Health District funding opportunities.
 - B.20 Coordinate with stakeholders and/or Health District partners on legislative issues to further public health legislative goals and priorities.

- B.21 Ensure continuous monitoring of any legislative developments or initiatives during non-session periods.
- B.22 Ensure continuous presence in Carson City during 2023 Legislative Session.
- B.23 Prepare a detailed end of session report and analysis within 30 days of the end of each legislative session.

**ATTACHMENT B-A01
PAYMENT**

Budget Period October 1, 2023 through September 30, 2025

- A. Contractor will be paid for the performance Lobbyist Services pursuant to Attachment A-A01, Scope of Work, at the rate of \$7,500 per month with a not-to-exceed amount of \$180,000.
- B. Following each month in which Lobbyist Services are provided, Contractor shall submit an invoice to Health District for the compensation, payment of such invoice not-to-exceed the monthly payment amount set forth herein. Each invoice submitted shall describe the nature of the services performed during the applicable month and include as an attachment any applicable supporting documentation, receipts, or other documentation requested by Health District.
 - B.1 Invoices shall be submitted to Health District's Chief Information Officer within fifteen (15) days following the end of the month for which compensation is sought, except that Contractor's final invoice shall be submitted not later than sixty (60) days following the termination of this Agreement, regardless of cause.
- C. Health District reserves the right to reject any invoice which fails to adequately describe the services rendered by Contractor or include appropriate backup documentation, receipts, or other documentation requested by Health District.
 - C.1 In the event the Health District rejects an invoice, Contractor shall submit a revised invoice within twenty (20) days of being notified of the rejected invoice.
 - C.2 Health District shall remit payment for services described in the invoice within thirty (30) days of accepting Contractor's statement. Upon written notice to Contractor, Health District may withhold payment, in whole or in part, for Contractor's failure to comply with a term, condition or requirement of this Agreement. Thereafter, any withheld amount(s) shall be paid upon Contractor's satisfactory demonstration of compliance to Health District's Chief Communications Officer.
 - C.3 All amounts paid by Health District shall be subject to audit by Health District.
- D. Health District shall not be liable for interest charges on late payments.

Budget Period October 1, 2021 through September 30, 2023

- A. Contractor will be paid for the performance Lobbyist Services pursuant to Attachment A-A01, Scope of Work, at the rate of \$6,500 per month with a not-to-exceed amount of \$156,000.
 - A.1 Contractor will be reimbursed for all reasonable costs incurred and pre-approved by the District Health Officer.
- B. Following each month in which Lobbyist Services are provided, Contractor shall submit an invoice to Health District for the compensation, payment of such invoice not-to-exceed the monthly payment amount set forth herein. Each invoice submitted shall describe the nature of the services performed during the applicable month and include as an attachment any applicable supporting documentation, receipts, or other documentation requested by Health District.
 - B.1 Invoices shall be submitted to Health District's Chief Information Officer within fifteen

(15) days following the end of the month for which compensation is sought, except that Contractor's final invoice shall be submitted not later than sixty (60) days following the termination of this Agreement, regardless of cause.

- C. Health District reserves the right to reject any invoice which fails to adequately describe the services rendered by Contractor or include appropriate backup documentation, receipts, or other documentation requested by Health District.
 - C.1 In the event the Health District rejects an invoice, Contractor shall submit a revised invoice within twenty (20) days of being notified of the rejected invoice.
 - C.2 Health District shall remit payment for services described in the invoice within thirty (30) days of accepting Contractor's statement. Upon written notice to Contractor, Health District may withhold payment, in whole or in part, for Contractor's failure to comply with a term, condition or requirement of this Agreement. Thereafter, any withheld amount(s) shall be paid upon Contractor's satisfactory demonstration of compliance to the District Health Officer and Chief Information Officer.
 - C.3 All amounts paid by Health District shall be subject to audit by Health District.
- D. Health District shall not be liable for interest charges on late payments.